



Terms of Business: Recruitment Services (Agency Worker)

Date **[[INSERT]]**

Structure Contract Details: the basic details of this agreement;
Standard Terms: the terms and conditions of this agreement;
Schedule 1 - Commercial terms: the services and other terms agreed between the parties;

Contract Details

| SBFM Details | | Supplier Details | |
|--------------------------|--|------------------------------|-------------------|
| *SBFM* | SBFM Limited | *Supplier* | |
| Registered address | 3 Greengate Cardale Park Harrogate North Yorkshire HG3 1GY | Registered address | [[INSERT]] |
| Company number | 08517137 | Company number | [[INSERT]] |
| *SBFM's Account Manager* | [[INSERT]] | *Supplier's Account Manager* | [[INSERT]] |
| *Commencement Date* | [[INSERT]] | *End Date* | [[INSERT]] |

Background

1. The Supplier is a leading provider of recruitment services, which SBFM wishes to procure.
2. Based on the Supplier's response to SBFM's request for a fee quotation dated **[[INSERT DATE]]** and its commitment to meeting SBFM's objectives for first class talent recruitment, SBFM has agreed to retain the Supplier and the Supplier has agreed to provide the Services (as defined below) to SBFM on the terms and conditions of this Agreement.
3. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates in accordance with the AWR. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate or Agency Worker, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

AGREED and SIGNED by:
.....
as a duly authorised representative of
SBFM LIMITED

Name:
Position:
Date:

AGREED and SIGNED by:
.....
as a duly authorised representative of
[[INSERT SUPPLIER ENTITY]]

Name:
Position:
Date:

Standard Terms

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions and rules of interpretation shall apply:

"Agency Worker" means a Candidate, who: (i) is deemed to be an agency worker for the purposes of regulation 3 of the AWR; (ii) has not been introduced to SBFM by the Supplier or any third party within the 12 (twelve) months prior to such introduction; and (iii) was otherwise not known or engaged by any of the SBFM Group in relation to the Position prior to the introduction;

"Agreement" means this framework agreement including the Contract Details, Standard Terms and the Commercial Terms;

"Applicable Laws" means all applicable laws, legislation, statutes, statutory instruments, regulations, codes of practice, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time;

"Assignment" means the engagement of an Candidate to work in a Position;

"AWR" means the Agency Workers Regulations 2010 (SI 2010/93) or similar legislation in the Territory as applicable (and references to specific regulations within the AWR shall be deemed to be references to the appropriate section(s) of the similar legislation);

"SBFM" means the entity identified as such in the Contract Details;

"SBFM's Account Manager" means the person identified as such in the Commercial Terms or as otherwise notified to the Supplier in writing from time to time;

"SBFM Data" means all information, data or records of whatever nature and in whatever form (including SBFM Personal Data) which (i) may be supplied by or on behalf of any member of the SBFM Group to Supplier or its subcontractors under or in connection with this Agreement; and/or (ii) relating to the business, employees or other activities of the SBFM Group whether subsisting before the date of this Agreement or as generated, collected, stored, transmitted or otherwise processed as part of, or in connection with, the Services;

"Business Contact Data" means business contact information relating to SBFM employees and/or Supplier Personnel (as applicable) involved in the management or administration of the Agreement, including names, business email addresses, business phone numbers and business addresses; "Business Day" means a day that is not a Saturday, a Sunday nor a public or bank holiday in England;

"Candidate" means any and all individuals introduced by the Supplier to SBFM for a Position;

"Change" has the meaning given in clause 6.1.1.1.

"Charges" means the sums set out in the Commercial Terms, or as otherwise agreed by the parties in writing in relation to any specific Assignment prior to its commencement;

"Commencement Date" means the date described as such in the Contract Details;

"Commercial Terms" means the specification of Services, Service Levels, Charges and other items for performance or delivery under this Agreement as agreed between the parties and set out at Schedule 1;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or similar legislation in the Territory, as applicable;

"Confidential Information" means commercial, financial, marketing and technical information, know-how, trade secrets and other information in any form or medium, however disclosed or accessed, whether before or after the date of this Agreement (together with any reproductions of such information in any form or medium), which in each case (either in its entirety or in the precise configuration or assembly of its components) is not publicly available (save for where such information entered the public domain as a result of a breach of this Agreement);

"Contract Details" means the section of this Agreement that is entitled "Contract Details";

"Control" means the beneficial ownership of more than 25% (twenty five percent) of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (and "Controlled" shall be construed accordingly);

"controller" shall have the meaning ascribed to it in the Data Protection Legislation;

"Data Protection Legislation" means all laws relating to the processing of personal data, privacy and security, including, without limitation and to the extent applicable from time to time: (a) national laws implementing the EU

Data Protection Directive (95/46/EC) and the EU Privacy and Electronic Communications Directive (2002/58/EC); (b) the GDPR; and (c) all other applicable international, regional, federal or national data protection laws and regulations;

"data subject" shall have the meaning ascribed to it in the Data Protection Legislation;

"End Date" means the date described as such in the Contract Details;

"Engage" means the employment of an Candidate (whether for a definite or indefinite period) as a result of an introduction or Assignment of that Candidate (and the terms "Engaged" or "Engagement" shall be construed accordingly);

"EU Law" means European Union law, the law of any state that is a Member State of the European Union on the date of this Agreement and the law of any state that subsequently becomes a Member State of the European Union;

"Extended Assignment" has the meaning given in clause [Error! Reference source not found. 6.6.1](#);

"Force Majeure Event" means an event beyond the reasonable control of a party, including natural disasters, storms, fire, flooding and lightning but not including strikes, riots, lockouts and industrial action;

"GDPR" means the EU General Data Protection Regulation (2016/679);

"Good Industry Practice" means: (i) the exercise of that degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a leading skilled and experienced supplier in the provision of services similar to the Services; and (ii) compliance with all Applicable Laws;

"Introduce" means the provision to SBFM by the Supplier by way of a curriculum vitae or in such format as SBFM may from time to time require, which identifies the Candidate and which SBFM reviews (and "Introduction" and "Introduced" shall be construed accordingly);

"Job Specification" means the information concerning the Position as may be issued by SBFM to the Supplier from time to time, including the information set out in clause 3.1;

"Losses" means any claims, losses, demands, actions, damages, costs (including court costs and reasonable legal fees), fines, liabilities, obligations, liens and expenses;

"MSA" has the meaning given in clause [6.1.1.1.1.1](#);

"Onboarding Data" means all information relating to a Candidate which Supplier supplies to SBFM for the purpose of providing the Services;

"personal data" shall have the meaning ascribed to it in the Data Protection Legislation;

"processor" shall have the meaning ascribed to it in the Data Protection Legislation;

"processing" shall have the meaning ascribed to it in the Data Protection Legislation;

"Position" means each vacant work position as SBFM informs the Supplier from time to time in accordance with this Agreement and for which SBFM requires the Supplier to locate and supply a suitable Candidate;

"Qualifying Agency Worker" means any Candidate: (i) who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR and has been provided to SBFM for the Qualifying Period; and (ii) in respect of whom the Supplier has complied with its statutory obligations, including those under the Conduct Regulations;

"Qualifying Period" means the 12 (twelve) week qualifying period or such other period defined as such under regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR;

"Rebates" means the amounts to be refunded to SBFM as set out in the Commercial Terms;

"Relevant Terms and Conditions" means the relevant terms and conditions for any particular Qualifying Agency Worker as defined in regulation 6 of the AWR;

"Request for Services" has the meaning given in clause 2.1;

"Restricted International Transfer of Personal Data" means a transfer of SBFM Personal Data by Supplier (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of SBFM Personal Data; (b) to a country which does not provide an adequate level of protection for SBFM Personal Data as required by the Data Protection Legislation of the country of export;

"SBFM Group" means SBFM and all entities that directly or indirectly Control, are Controlled by or are under common Control with SBFM, together with its and their respective joint ventures;

"SBFM Personal Data" means SBFM Data that is personal data, but not including Business Contact Data or Onboarding Data;

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"SBFM's Policies" means SBFM's policies, procedures and standards (including safety, security and site procedures and standards) notified to the Supplier and as amended from time to time;

"Services" means the recruitment services provided by the Supplier to SBFM under this Agreement, including those obligations set out in clause 4;

"Service Levels" means the expected service levels as set out in the Commercial Terms;

"Standard Terms" means these terms and conditions;

"Start Date" means the date on which an Assignment commences;

"Supplier" means the entity identified as such in the Contract Details;

"Supplier Account Manager" means the person identified as such in the Contract Details or as otherwise notified to SBFM in writing from time to time;

"Supplier Personnel" means any person (including any employee, worker or subcontractor) engaged by the Supplier wholly or partly from time to time in the provision of any of the Services;

"Supply Chain" has the meaning given in clause 24.12.4.4;

"Territory" means the territory described as such in the Commercial Terms;

"TUPE" has the meaning given in clause 1.3.1.4.4;

"Vet" means carrying out the pre-vetting checks to the level and criteria as required by SBFM from time to time as more particularly defined in the Commercial Terms (and "Vetting" shall be construed accordingly);

"Vulnerable Person" has the meaning set out in regulation 2 of the Conduct Regulations;

1.2 a statutory provision includes a reference to the statutory provision as modified or re-enacted from time to time, and any subordinate legislation made pursuant to the statutory provision, in each case whether before or after the Commencement Date;

1.3 this Agreement includes a reference to this Agreement as amended from time to time;

1.4 any reference to persons or entities includes a reference to natural persons, any body corporate, unincorporated association, trust, partnership, or other entity or organisation, and includes a reference to that person's or entity's successors or assigns;

1.5 unless the context requires otherwise, the singular includes the plural and vice versa;

1.6 the Contract Details and Schedule(s) form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement;

1.7 in the event of any inconsistency between any provisions of the Commercial Terms of this Agreement and the provisions of the Standard Terms of this Agreement, the provisions of the Commercial Terms shall prevail;

1.8 in the event of any inconsistency between any provisions of the Commercial Terms, the highest standard of service established by the Commercial Terms will be deemed to apply;

1.9 the headings in this Agreement shall not affect the interpretation of this Agreement;

1.10 any reference to the term "including" shall be deemed to mean "including without limitation";

1.11 any reference to the term "execution" shall include execution by electronic signature;

1.12 any reference to "SBFM" in this Agreement or to SBFM as a "party" to the Agreement shall, when applicable to a specific Request for Services, refer to the SBFM Group entity requesting such Services;

1.13

2 SCOPE OF AGREEMENT

2.1 On request from SBFM's Account Manager (or their authorised delegate) for Services in relation to a Position ("Request for Service"), the Supplier shall supply and perform the Services for the benefit of the SBFM Group and in accordance with this Agreement.

2.2 The Supplier shall not in SBFM's opinion unreasonably refuse any Request for Service during the term of this Agreement.

2.3 SBFM shall have no liability in relation to any Services unless such Services have been provided in response to a Request for Service issued by SBFM's Account Manager or their authorised delegate (as confirmed in writing by SBFM's Account Manager on a case by case

basis). The Supplier shall not provide any information about any Position or any Candidates, by any means, to any person at SBFM other than on the Account Manager's written instruction on a case by case basis. Without prejudice to any other provision of this Agreement, the Supplier shall accurately and promptly complete and otherwise process and provide information in accordance with such ordering, monitoring, invoicing or reporting systems (including any IT platforms or programs) which SBFM may from time to time designate. If the Supplier does not comply wholly with this clause, SBFM shall not be liable to pay any Charges relating to any appointment by SBFM arising from the unauthorised request, contact or referral.

2.4 Any purchase of Services by SBFM is non-exclusive and nothing in this Agreement shall place a requirement on SBFM to order a minimum volume of Services or any further Services from the Supplier, or to prevent it from purchasing similar services from any other suppliers.

2.5 Notwithstanding any provision of this Agreement or any Request for Service, SBFM reserves the right under this Agreement to appoint an existing SBFM employee, or to recruit an external candidate via itself (whether by way of advertisement or otherwise) or via another supplier, to any Position.

2.6 For the purposes of the Conduct Regulations, the Supplier acts as an employment business in relation to the Introduction and supply of Agency Workers pursuant to this Agreement.

3 SBFM OBLIGATIONS

3.1 SBFM will provide the following information to the Supplier in relation to each Position:

3.1.1 details of the company within the SBFM Group who will recruit the Candidate;

3.1.2 details of the duties to be performed in relation to the Position;

3.1.3 the start date of the Position;

3.1.4 the duration or likely duration of the Position;

3.1.5 the location of the Position;

3.1.6 the hours of work required;

3.1.7 details of experience, training, qualifications and authorisation that SBFM considers are necessary, or that are required by law or by any professional body for the Candidate to possess in order to work in the Position;

3.1.8 any other information reasonably requested by the Supplier in order for the Supplier to fulfil its obligations under the AWR or other legal or regulatory requirements; and

3.1.9 confirmation of the Status Determination, as determined under clause 3.2

3.2 For each Position SBFM shall undertake a status determination as to whether the Assignment falls within the IR35 tax legislation ("Status Determination"). The Supplier shall provide, and procure from Candidates, all reasonable assistance and information required by SBFM to support SBFM undertaking the Status Determination

4 SUPPLIER OBLIGATIONS

4.1 The Supplier agrees to search in the Territory (and in accordance with the location of the Position) for Candidates for SBFM who meet SBFM's minimum qualifications and other criteria for the Position.

4.2 The Supplier agrees to Vet all Candidates and Introduce to SBFM only Candidates who meet the minimum criteria for the Position as set out by SBFM and have an interest in such Position for which they are Introduced. The Supplier will only Introduce Candidates who have the right to work in the Territory (or relevant part of the Territory as set out in the Job Specification) and, in particular, the Supplier shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation in the Territory as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.

4.3 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work in the Position or the Position involves working with any Vulnerable Persons, the Supplier will take all reasonably practicable steps to obtain, and

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offer to provide copies of, any relevant qualifications or authorisations and references within the last 5 (five) years prior to the Start Date. The Supplier will also take all reasonably practicable steps to confirm that the Candidate is suitable for the Position. If the Supplier is unable to fully comply with these requirements, it shall inform SBFM of the steps it has taken to supply the necessary information.

4.4 As an expert in the field of recruitment, the Supplier warrants and represents that it has the necessary expertise to provide the Services and undertakes to provide the Services in accordance with Good Industry Practice, using appropriately qualified, experienced and trained Supplier Personnel. The Supplier shall immediately notify SBFM if it becomes aware that it may be in breach of any of the above warranties and the steps it will be taking to remedy such breach. On request, the Supplier shall promptly notify SBFM of all Applicable Laws with which it and/or the Candidate must comply in relation to the Services.

4.5 The Supplier shall use all endeavours consistent with those that would be deployed by a recruitment services provider operating in accordance with the warranty set out at clause ~~4.4~~ to ensure that all information provided by it to SBFM regarding any Candidate is accurate and the Supplier shall not misrepresent or mislead SBFM as to the Candidate's skills, qualifications or employment history.

4.6 In providing the Services, the Supplier shall

4.6.1 provide the Services to SBFM in accordance with at least any Service Levels;

4.6.2 use the Nominated Personnel to perform the roles described in the Commercial Terms (if any);

4.6.3 comply with SBFM's Policies and not disrupt the business or ordinary activities of SBFM;

4.6.4 comply with any reasonable requests or directions of SBFM in relation to the Supplier's performance of the Services, including in order to ensure good SBFM customer outcomes; and

4.6.5 comply with its obligations under the AWR, including providing any Qualifying Agency Worker with the Relevant Terms and Conditions.

4.7 At the time any Candidates are put forward to SBFM for consideration for any Position the Supplier shall, prior to any Introduction:

4.7.1 check the identity of each Candidate;

4.7.2 confirm that each Candidate possesses the requisite experience, training and qualifications and conforms with the requirements of the appropriate professional body;

4.7.3 confirm that each Candidate is willing to work in the proposed Position;

4.7.4 confirm the Supplier's anticipated Charges;

4.7.5 confirm with SBFM and the Candidates that they are both aware of the legal and professional requirements to enable the Candidates to work for SBFM and, where requested, provide such information to SBFM;

4.7.6 confirm that it has Vetted the Candidate and, where relevant, ensure that the Candidates have complied with applicable immigration legislation;

4.7.7 obtain original documentation proving that each Candidate has the right to work in the Territory (as required by the Home Office/UK Border Control Agency or other relevant government organisation in the jurisdiction), verify the accuracy of such documentation, and provide SBFM with copies of such confirmation and documentation;

4.7.8 immediately inform SBFM if it becomes aware of information suggesting that the Candidate may be unsuitable for the Position and, where such information is provided orally, it must be confirmed either in paper form or electronically within 2 (two) Business Days; and

4.7.9 provide any other information reasonably requested by SBFM.

4.8 The Supplier shall not provide any Agency Worker for a period in excess of 11 (eleven) weeks without the express prior written consent of SBFM. Without prejudice to the foregoing, the Supplier

shall confirm to SBFM the names (and all other relevant details) of Candidates who are provided for 13 (thirteen) weeks or more.

4.9 Where a Status Determination confirms a Position falls within the scope of IR35 legislation, the Supplier shall ensure (i) all Candidates Introduced to SBFM in relation to that Position are employed and enrolled on a payroll and (ii) any income the Candidate receives in relation to an Assignment in that Position will be treated as employment income subject to PAYE and employee NI contributions. The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group in full and on demand against all Losses (including but not limited to any increased tax liability) suffered or incurred by any or all of the SBFM Group arising out of a breach by the Supplier of this clause 4.9.

4.10 Prior to any Assignment, the Supplier shall ensure that a copy of the Status Determination is provided to the Candidate in the form provided by SBFM. Where the Candidate disagrees with the Status Determination, the Supplier shall immediately notify SBFM.

5 UNSUITABLE CANDIDATES

5.1 The Supplier shall notify SBFM immediately if it believes that any Candidate is unsuitable for the Position, or becomes aware of any matter that indicates that a Candidate may be unsuitable for the Position or is inconsistent with any information previously provided, including where a Candidate ceases to have the appropriate skills, approvals or a right to work in the Territory or the relevant part of the Territory or where this Agreement may be, or has been, breached.

5.2 If SBFM decides that a Candidate is unsuitable to perform the Position, then SBFM shall notify the Supplier in writing of that fact giving reasons.

5.3 If SBFM notifies the Supplier of an unsatisfactory Candidate in accordance with clause ~~5.2~~

5.3.1 within 48 hours of the date on which the Candidate commences work in the Position, then the relevant Assignment will immediately terminate and no Charges shall be payable; and

5.3.2 in all other cases, the relevant Assignment shall terminate at the end of the day on which the Supplier was notified, and Charges shall be payable up to the date of such termination.

5.4 The Supplier or SBFM may terminate an Assignment at any time without prior notice and without liability. SBFM reserves the right to change its requirements at any time before the date on which the Candidate commences work in the Position without any liability of SBFM to the Supplier whatsoever, save for the payment of Charges due and payable for Services already performed. Such cancellation or amendment shall be effective immediately upon the giving by SBFM of notice to the Supplier (which may be given by telephone or in writing, including email).

6 CHARGES AND REBATES

6.1 Subject to this clause 6, SBFM agrees to pay the Charges to the Supplier in respect of the Candidates.

6.2 The Charges comprise the total sum payable by SBFM for the Candidates, including each Candidate's pay and holiday pay, the Supplier's commission, all employer National Insurance contributions and value added tax to the extent applicable in accordance with the then prevailing legislation. When booking a Candidate for an Assignment, the Supplier shall advise SBFM of the total Charges for that Candidate.

6.3 The following conditions apply to the Charges:

6.3.1 they are calculated according to the number of hours worked by the Candidate (to the nearest quarter hour);

6.3.2 the Candidate must use SBFM's time and attendance system prior to commencing their duties on each day of the Assignment and after completion of their duties. The Charges shall not be owing and due if SBFM's time and attendance system is not used by the Candidate in the former manner;

6.3.3 SBFM shall sign time sheets verifying the number of hours worked by the Candidate for each week of the Assignment, or shall dispute the hours claimed (in which case SBFM shall inform the Supplier as soon as is reasonably practicable and shall cooperate fully with the Supplier to enable the Supplier to establish what hours, if any, were worked by the Candidate);

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6.3.4 SBFM shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Candidate. In such cases the provisions of clause ~~6.27~~ shall apply.

6.3.5 for the avoidance of doubt, SBFM shall not be required to pay Charges for any absences (for whatever reason) of a Candidate, and

6.3.6 the Supplier shall not withhold any payment due to a Candidate because of any failure by SBFM to pay the Supplier.

6.4 If an Assignment for any reason is terminated and the Supplier does not provide a suitable replacement Candidate within 72 (seventy two) hours of termination, the Supplier shall immediately repay the relevant Rebate to SBFM.

6.5 Prior to the commencement of any work by a Qualifying Agency Worker in relation to a Position, or by a Candidate who during the course of work on that Assignment will become a Qualifying Agency Worker, the Supplier shall notify SBFM of this fact, and agree with SBFM the applicable Charges, including any other remuneration payable to the Agency Worker (other than their basic hourly rate), which is not excluded by virtue of the AWR (such as any overtime, shift premium, commission or any bonus, incentive or rewards that are directly attributable to the amount or quality of work done by a Agency Worker).

7 INVOICING AND PAYMENT

7.1 Following commencement of an Assignment and the provision by SBFM of a valid purchase order number, the Supplier shall invoice SBFM monthly, attaching all applicable time sheets signed by SBFM and verifying the number of hours worked by the Candidate, in accordance with the Commercial Terms.

7.2 Subject to this clause 7, SBFM shall pay the Charges to the Supplier for the Services within 60 (sixty) days from the end of the month in which SBFM receives the relevant valid invoice from the Supplier.

7.3 In order to be valid, invoices issued by the Supplier must:

7.3.1 be a valid tax invoice for the purposes of any relevant tax legislation, be invoiced in the currency as specified in the Commercial Terms and be sent to SBFM at the address notified to the Supplier from time to time; and

7.3.2 identify the Supplier, reference this Agreement, specify the Services to which the invoice relates, and include the purchase order number provided by SBFM to the Supplier in connection with this Agreement and in accordance with clause 7.1.

7.4 If SBFM disputes any sum included in an invoice, it shall notify the Supplier of the dispute and the amount to which it relates. SBFM shall pay any undisputed balance of the invoice in accordance with this clause 7 but may withhold payment of the disputed sum until the dispute is resolved in accordance with the dispute resolution procedure set out at clause ~~18.9~~.

7.5 If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full, both before and after any judgment, at 2% (two per cent) per annum above the Bank of England base rate from time to time. The parties agree that this clause ~~7.5~~ is a substantial remedy for late payment of any sum payable under the Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7.6 SBFM may set-off, against any liability of any of the SBFM Group to the Supplier, any liability that it reasonably believes to be due from the Supplier to any of the SBFM Group.

7.7 If, during the term of the Agreement, the Supplier offers the Services as a reduced price for other customers, or (because of any fall in the cost of labour) the cost to the Supplier of supplying the Services reduces, the Supplier will promptly notify SBFM in writing and offer a proportionate reduction in Charges to SBFM with immediate effect and without deduction.

7.8 The Charges quoted within this Agreement are inclusive of any taxes required to be withheld on payment. To the extent that the requirement to withhold is uncertain, it is the Supplier's responsibility to obtain or provide adequate advice or analysis to support any position whereby SBFM is not required to withhold tax on payment of any invoice.

8 SERVICE CREDITS

8.1 The Supplier will provide all reasonable information to enable SBFM to ascertain whether or not the Services are being provided in accordance with the Service Levels.

8.2 If the Services are not being provided in accordance with any of the Service Levels:

8.2.1 the Supplier shall pay or credit (as applicable) the Service Credits to SBFM (in full, free from set-offs, counterclaims and other deductions) within 30 (thirty) days of the end of the month in which they accrued;

8.2.2 SBFM may delay submission for payment any invoice for the Charges until such failure or delay has been remedied to SBFM's reasonable satisfaction; and

8.2.3 SBFM shall be entitled to require the Supplier, at the Supplier's cost, to remedy such default promptly or, at SBFM's option, it shall be entitled to terminate this Agreement with immediate effect without any further liability.

9 CHANGE CONTROL

9.1 From time to time SBFM may make a written request for changes to the scope, performance or delivery of the Services (a 'Change'). Promptly (and in not more than 5 (five) Business Days) following SBFM's Change request, the Supplier shall provide a written proposal to SBFM containing: (i) the time required to implement the Change; (ii) any necessary variation to the Charges; and (iii) any other required changes to the Commercial Terms. Following receipt of the Supplier's proposal, SBFM shall have the option to:

9.1.1 accept the proposal in which case the parties shall amend the Commercial Terms as required; or

9.1.2 reject the proposal in which case the Commercial Terms shall remain as agreed prior to the Change request; or

9.1.3 if any Services will no longer meet SBFM's objectives without the proposed Change, to reject the Supplier's proposal and terminate this Agreement.

9.2 No Change shall be effective until agreed in writing and executed by both parties.

10 ACCOUNT MANAGERS

10.1 The Supplier Account Manager shall co-operate with SBFM (including attending regular meetings with the SBFM Account Manager) as SBFM may request from time to time or as set out in the Commercial Terms.

10.2 The Supplier agrees that the Supplier Account Manager and the Nominated Personnel shall not be replaced before the end of the term of this Agreement, unless:

10.2.1 the individual to be replaced is prevented by ill-health from carrying out his or her duties in connection with the Agreement for a significant period; or

10.2.2 the individual resigns or their contract of employment is terminated; or

10.2.3 the individual is replaced pursuant to clause ~~10.2.3~~.

10.3 In the event that in SBFM's opinion the Supplier Account Manager or any Nominated Personnel has performed unsatisfactorily, on SBFM's written request the Supplier shall consult with the SBFM Account Manager to identify and provide a suitable replacement.

11 SUBCONTRACTING

11.1 The Supplier shall not subcontract the performance of any of its obligations under this Agreement without SBFM's prior written consent on a case by case basis.

11.2 If authorised to appoint any subcontractor in accordance with clause ~~11.1~~, the Supplier shall only do so on terms that:

11.2.1 no such subcontractor shall be entitled to assign, or create further subcontracts in respect of, its appointment;

11.2.2 the Supplier shall remain responsible and liable to SBFM for any work performed by any subcontractors under this Agreement; and

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11.2.3 each subcontractor shall be subject to a legally binding written contract containing obligations no less onerous than those imposed on the Supplier under this Agreement.

11.3 SBFM may at any time and without reason request that any particular subcontractor appointed by the Supplier under this Agreement in accordance with this clause be replaced.

12 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

12.1 The Supplier shall, and shall procure that all Supplier Personnel and Candidates shall, keep in strict confidence all Confidential Information relating to any of the SBFM Group, this Agreement and/or the Services performed under it, and shall not use or disclose the same, save: (i) for the purposes and as required for the proper performance of this Agreement; or (ii) with the prior written consent of SBFM on a case by case basis; or (iii) as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2 Where any disclosure is made pursuant to clause 12.1+(i) or (iii) above, it shall be done subject to obligations equivalent to those set out in this Agreement and the Supplier shall ensure such recipient of the Confidential Information complies with such obligations. The Supplier shall be responsible to SBFM in respect of any disclosure or use of such Confidential Information by the recipient.

12.3 Notwithstanding clause 12.1+(i), the Supplier may retain one copy of any Confidential Information required for its reasonable record keeping requirements, provided it is held securely in compliance with this clause 12.1+(i).

12.4 The Supplier shall not initiate or participate in any actions or conduct tending to injure, bring into disrepute, ridicule, damage or destroy the goodwill of any of the SBFM Group.

12.5 The Supplier shall ensure that all advertising and marketing material and any broadcasting (including any advertisements for the Positions) in which reference is made directly or indirectly to any of the SBFM Group shall be pre-approved by SBFM in writing prior to publication or broadcast on a case by case basis. Such approval shall not be taken to mean that the Supplier has complied with all appropriate marketing and advertising rules, regulations and codes of practice, compliance with which shall be the sole responsibility of the Supplier.

12.6 All logos, trade names and trade marks (the 'Marks') owned or used by any of the SBFM Group in the course of its business are the property of the SBFM Group. The Supplier may not use any such Marks (whether to publicise the existence of the Supplier's relationship with SBFM or otherwise) or any similar Marks without the prior written permission of SBFM's Corporate Affairs Director on a case by case basis.

13 PERSONNEL

13.1 It is the parties' commercial intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any equivalent legislation anywhere in the world including legislation elsewhere in the EEA implementing the Acquired Rights Directive (together referred to as 'TUPE') shall not apply to any transfer of the Services or any part of the Services from the Supplier to SBFM or to any replacement supplier of the Services on the expiry or termination of this Agreement (in whole or in part), howsoever that occurs, and accordingly it is the parties' intention that no Supplier Personnel shall transfer into the employment of SBFM or any replacement supplier.

13.2 The relationship of the Supplier and the Supplier's Personnel to SBFM will be that of independent contractor. Nothing in this Agreement shall render the Supplier or any of the Supplier's Personnel an employee, worker, agent or partner of any member of the SBFM Group, and the Supplier shall not hold itself out as such and shall procure that the Supplier's Personnel shall not hold themselves out as such.

13.3 The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group and its and their employees, subcontractors and agents and any replacement supplier in full and on demand against all Losses incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from:

13.3.1 any assertion by any person or any representative of any person to the effect that: (i) TUPE is applicable to this Agreement upon its termination or expiry or upon the termination of any Services

or any other reduction in scope, including where SBFM or a replacement supplier has terminated the employment of such person; and/or (ii) notwithstanding clause 13.3.1 the Supplier or any of the Supplier's Personnel or any Candidate is deemed to be an employee, worker, agent or partner of any of the SBFM Group, and/or

13.3.2 any National Insurance contributions, income tax or other taxation obligations in any jurisdiction, where such liability, assessment, or claim arises or is made in connection with payments made by SBFM in respect of any Candidate while provided by the Supplier to SBFM.

13.4 The Supplier will promptly provide such information and assistance as is requested by SBFM at any time in order to assess any liability under TUPE, including: (i) up to date job descriptions for any Supplier Personnel; (ii) a description of work undertaken on the Services by any Supplier Personnel; (iii) an estimate of the percentage of time spent on the Services by each Supplier Personnel; and (iv) details regarding how the Supplier's workforce is organised in the provision of the Services (e.g. relevant structure charts).

13.5 The Supplier agrees and undertakes that it shall:

13.5.1 procure and be solely responsible for the observance and performance by the Supplier Personnel of the terms of this Agreement, and shall be directly liable to SBFM for any breach;

13.5.2 ensure that an adequate number of Supplier Personnel are assigned to perform the Services and that all are suitable and possess the necessary experience, knowledge, understanding and skills for their role at all times;

13.5.3 at all times ensure that the Supplier Personnel have the legal right to work in the country(ies) in which they are assigned to work and that it complies with any requirements for any work permits, visas, rights of residence or other similar provisions in respect of the Supplier Personnel; and

13.5.4 not, prior to the cessation of this Agreement, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.

13.6 SBFM shall have the right to monitor the performance of any Supplier Personnel and, on receipt of notice in writing from SBFM, the Supplier shall immediately remove any Supplier Personnel from a site where the Services are being carried out, or stop any Supplier Personnel carrying out the Services, who have in the reasonable opinion of SBFM misconducted themselves or have acted incompetently or in such a way as to demonstrate a failure to take reasonable care or skill in the performance of the Services or are unsuitable to carry out such Services.

13.7 The Supplier shall ensure (i) all Supplier Personnel are employed and enrolled on a payroll; and (ii) any income the Supplier Personnel receive in relation to the Services will be treated as employment income subject to PAYE and employee NI contributions.

13.8 The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group in full and on demand against all Losses (including but not limited to any increased tax liability) incurred or suffered by any of them as a result of the Supplier's failure to comply with clause 13.7.

14 DATA PROTECTION

14.1 The parties acknowledge and agree that (i) SBFM is the data controller in respect of SBFM Personal Data and where Supplier processes SBFM Personal Data, it does so as a processor on behalf of SBFM; and (ii) each party is an independent controller in respect of Onboarding Data and their own and each other's Business Contact Data.

BUSINESS CONTACT DATA

14.2 The parties shall comply with their respective controller obligations under applicable Data Protection Legislation when processing Business Contact Data and each party shall process Business Contact Data solely for the purposes of performing their respective obligations under the Agreement, including the provision of the Services, and only for as long as is necessary for such purposes.

ONBOARDING DATA

14.3 In respect of the Onboarding Data, the Supplier represents and warrants to SBFM that (a) it has authority to provide the

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- Onboarding Data to SBFM in accordance with Data Protection Legislation; and (b) it has obtained and will continue to obtain all necessary consents from, and provide appropriate privacy notices to, Candidates as required under Data Protection Legislation for the purposes of the Services.
- 14.4** Both parties shall comply with their respective obligations as controllers under Data Protection Legislation when processing the Onboarding Data. Supplier shall not process the Onboarding Data in a manner that will or is likely to result in SBFM breaching its obligations under Data Protection Legislation.
- 14.5** The parties shall co-operate with each other to ensure that each party complies with Data Protection Legislation in relation to the Onboarding Data including with regards to:
- 14.5.1** any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of Onboarding Data (including unauthorised access to or use of SBFM's and/or the Supplier's systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of Onboarding Data) or any incident which may give rise to a personal data breach (as such term is defined under the GDPR) ("Data Breach");
- 14.5.2** responding to requests from data subjects exercising their rights laid down in Chapter III of the GDPR;
- 14.5.3** conducting and completing data protection impact assessments; and
- 14.5.4** providing reasonable assistance as may be requested by the other party in respect of any request for information or an investigation by the Information Commissioner and/or any other applicable supervisory authority (as defined in GDPR) ("Supervisory Authority").
- 14.6** Upon termination or expiry of the Agreement for whatever reason, SBFM and Supplier shall continue to process Onboarding Data as an independent controller in accordance with its obligations under Applicable Laws (including Data Protection Legislation).
- 14.7** Supplier shall nominate a representative in its organisation who shall have responsibility to respond to SBFM with regards to queries relating to the processing of Onboarding Data and Supplier shall ensure that it responds to such queries without undue delay.
- SBFM PERSONAL DATA
- 14.8** Supplier shall comply with its obligations under applicable Data Protection Legislation when processing SBFM Personal Data.
- 14.9** Where Supplier processes SBFM Personal Data it shall, and shall ensure that its subcontractors shall, comply with the provisions of this clause 14.
- 14.10** Supplier shall process SBFM Personal Data only on the documented instructions of SBFM (which shall include the provision of the Services under this Agreement), unless: (i) for SBFM Personal Data originating from the EU, it is required to process such SBFM Personal Data for other purposes by EU Law; and (ii) for any other SBFM Personal Data, it is required to process such SBFM Personal Data for other purposes by applicable laws. Where a requirement of the type described in (i) or (ii) arises, Supplier shall provide prior notice of this fact to SBFM unless the relevant law prohibits the giving of notice on important grounds of public interest.
- 14.11** Supplier shall ensure the reliability of any of Supplier's and its subcontractors' personnel, agents or other persons to whom Supplier provides with access to SBFM Personal Data, and ensure that such personnel, agents or other persons are subject to binding obligations of confidentiality with respect to SBFM Personal Data.
- 14.12** Supplier shall not authorise any other processor to process SBFM Data other than with the prior written consent of SBFM.
- Supplier shall give SBFM prior notice of any intended addition to or replacement of those further processors. If SBFM objects to that change, Supplier shall refrain from making that addition or replacement. Supplier shall impose obligations on any processors it engages to process SBFM Data that are the same as or equivalent to those set out in this clause 14 (Data Protection) by way of written agreement, and shall ensure that the processors comply with such obligations. Supplier shall remain fully liable to SBFM for any failure by a processor to fulfil its obligations in relation to the SBFM Data.
- 14.13** Supplier shall provide reasonable assistance to SBFM to fulfil SBFM's obligation to respond to requests from data subjects exercising their rights laid down in Chapter III of the GDPR, including without limitation: (i) promptly providing to SBFM any requests, notices or other communications from data subjects, third parties, the data protection authority in the relevant local jurisdiction or any other law enforcement authority; and (ii) acting in accordance with SBFM's reasonable instructions when dealing with such a request.
- 14.14** Supplier shall, at no additional cost, provide cooperation and assistance to SBFM as SBFM may reasonably require to allow SBFM to comply with its obligations as a data controller in relation to data security and data protection impact assessment (and any related consultations) under Data Protection Legislation.
- 14.15** Supplier shall not make a Restricted International Transfer of SBFM Personal Data without: (i) the prior written consent of SBFM; and (ii) taking such measures as SBFM may reasonably specify to ensure such transfer complies with Data Protection Legislation including, at the request of SBFM, entering into (or procuring that such other persons as SBFM may reasonably specify enter into) standard contractual clauses with SBFM (or such other person as SBFM may reasonably specify) in the form approved by the EU Commission).
- 14.16** Supplier shall immediately, and in any event within 24 (twenty-four) hours, notify SBFM in writing should it become aware of, or reasonably suspect there has been, any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of SBFM Data (including unauthorised access to or use of SBFM's systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of SBFM Data) or any incident which may give rise to a personal data breach (as such term is defined under the GDPR) ("Data Breach"). Supplier shall:
- 14.16.1** immediately report the Data Breach to both the Managing Director, Finance Director and General Counsel from time to time;
- 14.16.2** promptly provide SBFM with a description of: (i) the nature of the Data Breach, including the volume and type of SBFM Data affected and the categories and approximate number of individuals concerned; (ii) the likely consequences of the Data Breach; and (iii) the measures taken or proposed to be taken to address the Data Breach including, where appropriate, measures to mitigate its possible adverse effects;
- 14.16.3** provide SBFM at no additional cost with assistance that may be reasonably required by SBFM to manage the Data Breach;
- 14.16.4** take immediate remedial action to secure the SBFM Data and to prevent re-occurrences of the same or similar incident and provide SBFM with details of such remedial action; and
- 14.16.5** not report a Data Breach to any national regulator or law enforcement body unless instructed to do so by SBFM or otherwise required to comply with its obligations under Data Protection Legislation.
- 14.17** On termination of each Service and at SBFM's option, Supplier shall promptly delete or return all SBFM Data to SBFM and certify in writing that it has done so, except to the extent: (i) for SBFM Data originating from the EU, EU Laws require retention by Supplier of any SBFM Data; and/or (ii) for any other SBFM

Data, applicable laws require retention by Supplier of any SBFM Data. If either (i) or (ii) apply, such SBFM Data may be retained only to the extent required by, and only strictly for the purposes of compliance with, such EU Laws or applicable laws (as appropriate).

14.18 Supplier shall notify SBFM prior to taking any further action if it considers an instruction to be likely to result in processing that is in breach of Data Protection Legislation.

14.19 Supplier shall, at no additional cost, make available to SBFM reasonable evidence of its compliance with the obligations set out in this clause 14 (Data Protection), and allow for and contribute to audits, including physical inspections of Supplier's premises, audit and copy any relevant records, processes and systems, conducted by SBFM Group, its representatives or regulators.

15 LIABILITY

15.1 Nothing in this Agreement limits or excludes, or will be deemed to limit or exclude, either party's liability for: (i) death or personal injury caused by negligence; (ii) wilful misconduct; (iii) fraud or fraudulent misrepresentation; (iv) sums arising under clauses 4.9 (IR35) and/or 13.3 and 13.8 (Personnel) and/or 16.1 (Indemnity); (v) sums required to be insured under clause 22 (Insurance); (vi) any breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and (vii) any other loss that may not otherwise be limited or excluded by Applicable Law.

15.2 Subject to clause 15.1+5+, the Supplier's maximum liability for all and any Losses on the part of the SBFM Group that arise under or in connection with this Agreement shall be limited to 300% (three hundred percent) of the aggregate Charges paid or payable by the SBFM Group in connection with this Agreement at the time of the claim, or £10,000,000 (ten million GBP), whichever is the greater.

15.3 Subject to clause 15.1+5+, the SBFM Group's maximum aggregate liability for all and any Losses that arise under or in connection with this Agreement shall be limited to 100% (one hundred percent) of the aggregate Charges paid or payable by the SBFM Group under this Agreement for the 12 (twelve) months prior to the date on which the relevant breach took place, but this limitation shall not limit or exclude SBFM's obligation to pay the Charges in accordance with this Agreement.

16 INDEMNITY

16.1 The Supplier shall at all times fully indemnify the SBFM Group and their respective officers, employees and agents against any and all Losses suffered or incurred by any or all of the SBFM Group, or for which any or all of the SBFM Group may become liable, arising out of:

16.1.1 any breach by the Supplier of any warranty of this Agreement, and/or

16.1.2 any actions or omissions of the Supplier that cause any of the SBFM Group to breach any regulatory requirement; and/or

16.1.3 any default by the Supplier or any Supplier Personnel that relates to the provisions of clauses 4.7, 7.4, 7.7 (right to work), 2.3+ (Confidentiality and Intellectual Property), 1.4+ 3-14.21 (Data Protection), 2.3+ (Anti-Bribery and Trade Sanctions) and/or 2.4+ (Modern Slavery); and/or

16.1.4 a breach or alleged breach of the AWR and/or Conduct Regulations.

16.2 SBFM shall notify the Supplier promptly of any third party claim pursuant to clause 16.1+6+, make no settlement, admission or compromise concerning such claim, allow the Supplier to conduct the defence of the claim using external legal counsel approved by SBFM (such approval not to be unreasonably withheld or delayed) and, at the Supplier's expense, provide the Supplier with such assistance as the Supplier may reasonably request. In conducting such defence, the Supplier shall not compromise, admit or settle any claim without the prior written consent of SBFM and shall keep SBFM updated of all material steps on an ongoing basis.

17 NON-SOLICITATION

17.1 The Supplier agrees and undertakes that it will not during the term of this Agreement or for a period of 12 (twelve) months following its

termination (however caused) recruit or attempt to recruit any employees of any members of the SBFM Group except in response to an application received as a result of a recruitment advertisement published generally and not specifically directed at employees of the SBFM Group.

17.2 The Supplier agrees and undertakes in order to protect the value of SBFM's client contacts, the Supplier undertakes, in relation to any services similar or connected to the Services, during the term of this Agreement and for 12 months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the end-customer or client of SBFM.. Should any customer or client of SBFM approach the Supplier, the Supplier will refuse any such approach and refer the client or customer to SBFM.

18 DISPUTE RESOLUTION

18.1 If a dispute arises under or in relation to this Agreement, either party shall give notice to the other party in writing setting out the full particulars giving rise to the dispute. Following receipt of such notice, the SBFM Account Manager and Supplier Account Manager shall endeavour to promptly resolve the dispute.

18.2 If such dispute has not been so resolved within 15 (fifteen) Business Days of receipt of the dispute notice.

18.2.1 if the Supplier resides in the United Kingdom, either party shall be entitled to pursue other forms of dispute resolution; or

18.2.2 if the Supplier resides outside the United Kingdom, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three and the seat, or legal place, of arbitration shall be London in the United Kingdom. The language to be used in the arbitral proceedings shall be English and the governing law of the contract shall be the substantive law of England and Wales.

18.3 Prior to such time as defined in clause 18.2+3+, neither party shall initiate legal (including arbitration) proceedings unless such party has reasonable cause to do so to avoid damage to its business, reputation or (in relation to SBFM) SBFM Data, or to protect any right of action it may have.

19 RECORDS AND AUDIT

19.1 The Supplier shall, and shall procure that any subcontractors shall, maintain and retain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Agreement for 7 (seven) years after termination or expiry of this Agreement.

19.2 SBFM or its auditors shall have the right to inspect the Supplier's compliance with this Agreement and the financial and accounting records pertaining to the Supplier's performance under this Agreement. Such right shall apply once per year between 8.30am to 6.00pm on a Business Day on giving reasonable notice, except in the event of: (i) a complaint by a regulatory authority; (ii) an alleged or actual breach of security; (iii) an alleged or actual breach of clauses 2.3 (Anti-Bribery) and/or 2.4+ (Modern Slavery); or (iv) identified failings in an audit, in which case, further inspections on short notice outside of normal business hours may take place

20 TERM AND TERMINATION

20.1 The Agreement shall be effective as of the Commencement Date and shall continue in effect until the End Date, unless terminated in accordance with this Agreement or extended as agreed in writing by both parties.

20.2 Either party may terminate this Agreement by written notice with immediate effect if at any time the other party:

20.2.1 (i) becomes insolvent as defined by section 123 of the Insolvency Act 1986; or (ii) an order is made or a resolution is passed for either party's winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) an administrator, administrative receiver or receiver is appointed over the whole or any part of either party's assets; or (iv) either party makes any arrangement with its creditors; or (v) any event occurs, or proceeding is taken with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses (i) to (iv) inclusive above; or

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20.2.2 is in material breach of any provision of this Agreement, provided that:

- (i) the non-breaching party has provided the other party written notice of such breach; and
- (ii) if the breach is capable of remedy, the breaching party has failed to cure such breach to the reasonable satisfaction of the non-breaching party within 10 (ten) Business Days of receipt of the above notice.

and, for the purposes of this clause, "material breach" means a breach (including an anticipatory breach) that is not minimal or trivial in its consequences to the terminating party. In determining a material breach, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

20.3 SBFM may terminate this Agreement by written notice with immediate effect if:

- 20.3.1 the Supplier repeatedly breaches any term 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
- 20.3.2 the Supplier or any Supplier Personnel commits any gross misconduct affecting the business of any of the SBFM Group; or
- 20.3.3 the Supplier or any Supplier Personnel, in the reasonable opinion of SBFM, is negligent or incompetent in the performance of the Services; or
- 20.3.4 any warranty given by the Supplier under this Agreement is found to be untrue or misleading; or
- 20.3.5 there is a change of Control of the Supplier.

20.4 SBFM may terminate this Agreement at any time on no less than 30 (thirty) days' prior written notice.

20.5 If SBFM exercises its right to terminate this Agreement it shall be entitled to do so without any liability to make any further payment to the Supplier, other than for the Charges due for Services agreed to be performed until the date of termination.

21 CONSEQUENCES OF TERMINATION

21.1 On termination or expiry of this Agreement howsoever arising:

21.1.1 the provisions of clauses 1, ~~1242~~ to ~~1049~~ (inclusive), ~~2144~~, ~~2222~~, ~~242442~~ and ~~2626~~ and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;

21.1.2 SBFM shall have the option to require the Supplier to continue to provide the Services on the terms of this Agreement to SBFM for a period of 90 (ninety) Business Days from the date of expiry or termination;

21.1.3 the Supplier shall: (i) render all assistance reasonably required by SBFM to facilitate the smooth transition of the Services to SBFM or any replacement supplier appointed by it; and (ii) subject to payment by SBFM of such reasonable fee as the parties agree, provide familiarisation training to SBFM or its replacement supplier as applicable;

21.1.4 the Supplier shall immediately provide to SBFM (in a format and on media reasonably requested by SBFM) all SBFM Data, SBFM Confidential Information and any other materials, documents or equipment that belongs to any of the SBFM Group, and if the Supplier fails to do so any of the SBFM Group may enter the Supplier's premises and take possession of them;

21.1.5 subject to clause ~~123456~~, each party shall promptly and securely destroy or delete the other party's Confidential Information (including back-up copies) that is held by a party (and procure that the same is done by its subcontractors) and, on request, certify compliance to the other party;

21.1.6 the relationship of the parties shall cease and any obligations, rights or licences granted under or pursuant to this Agreement shall cease to have effect, save to the extent expressly provided for in this clause 21; and

21.1.7 any prior rights, remedies, obligations or liabilities that the Supplier or SBFM has accrued prior to the termination or expiry of this Agreement shall not be affected.

22 INSURANCE

22.1 The Supplier shall maintain at its own cost (and on request provide evidence to SBFM in the form of a broker's letter) the following insurance policies with an insurer of good standing and reasonably acceptable to SBFM for the term of this Agreement and 6 (six) years thereafter: (i) professional liability insurance for a minimum amount of £10,000,000 (ten million GBP); (ii) public liability insurance for a minimum amount of £10,000,000 (ten million GBP); and (iii) employer's liability insurance for a minimum amount of £10,000,000 (ten million GBP), in each case on an each and every claim basis with the exception of professional indemnity which may be in aggregate for the period of insurance.

22.2 The Supplier shall not during the term of this Agreement and for a period of 6 (six) years thereafter act or refrain from acting in such a way as would entitle the underwriter(s) of the policies required by clause ~~221221~~ above to avoid or negate their liability to deal with any claim(s) which would otherwise be covered.

23 ANTI-BRIBERY AND TRADE SANCTIONS

23.1 The Supplier shall comply with, and at all times maintain and enforce adequate policies and procedures designed to ensure compliance with, any Applicable Laws, including but not limited to the Bribery Act 2010.

23.2 The Supplier represents and warrants that: (i) no undue financial or other advantage of any kind has been or will be given or received by the Supplier or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; and (ii) no foreign public official is an officer or employee of the Supplier or has a direct or indirect interest in the Supplier.

23.3 The Supplier shall notify SBFM: (i) promptly if it becomes aware, or has any suspicion, of any request or demand for any undue financial or other advantage of any kind received by the Supplier or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; or (ii) immediately if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.

23.4 On SBFM's request, the Supplier shall certify in writing signed by an officer of the Supplier that it remains in compliance with clauses 23.1 to 23.3, providing such supporting evidence as SBFM may reasonably request.

23.5 The Supplier acknowledges and agrees that nothing in this Agreement obliges SBFM to perform any action, including but not limited to, SBFM's obligation to pay Charges to the extent it would.

23.5.1 cause SBFM to breach any United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction to which SBFM is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America);

23.5.2 expose SBFM to the risk of being sanctioned by any relevant authority or competent body; and/or

23.5.3 expose SBFM to the risk of being involved in conduct (either directly or indirectly) which any relevant authority or competent body would consider to be prohibited.

23.6 Where the circumstances set out in clause 23.5 arise, SBFM may take all and any such actions as may be deemed necessary by SBFM (in its sole discretion), to ensure that SBFM is compliant with the resolutions, sanction, laws or regulations set out in clause 23.5.1 or to mitigate the risks set out in clauses 23.5.2 and 23.5.3. The Supplier acknowledges that this may restrict or delay SBFM's obligations under this Agreement, including but not limited to SBFM's obligation to pay Charges. SBFM shall not be in breach of this Agreement for failure to comply with its obligations under this Agreement where such failure results from SBFM's acts or omissions envisaged by this clause 23.6.

24 MODERN SLAVERY

24.1 Without prejudice to any other provisions in this Agreement, the Supplier shall, and shall procure that all persons who will or may be used in performing or to support the performance of any part of this Agreement in any part of the world ("Supply Chain") shall, at all relevant times:

24.1.1 comply with the provisions of the Modern Slavery Act 2015 ("MSA") and all Applicable Laws made under it or relating to it,

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and ensure that all relevant Supplier Personnel have received appropriate training on the same.

24.1.2 comply with any SBFM policy relating to modern slavery and/or human trafficking as is notified to the Supplier by SBFM from time to time; and

24.1.3 immediately notify SBFM's UK Procurement Director in writing if it has reason to believe that it or any member of its Supply Chain is in breach or is likely to breach any of the MSA or any provisions of this clause ~~24.1.3~~ (or would do so if it were a party to this Agreement), or if it receives a communication from any person alleging breach of any of the MSA.

24.2 The Supplier shall maintain, during the term of this Agreement and for 6 (six) years thereafter, detailed, accurate and up-to-date records setting out: (i) its staff hiring procedures; (ii) its supplier selection processes; and (iii) the steps it takes to ensure that it and each member of its Supply Chain is not engaged in the activities prohibited by the MSA, and shall promptly provide copies of such records to SBFM on SBFM's request.

24.3 On SBFM's reasonable request, the Supplier shall make, and shall require any relevant member of its Supply Chain to make, such adjustments to its processes that relate to staff hiring and obligations selection as SBFM reasonably considers to be desirable to address any risk of non-compliance with the MSA.

25 ASSIGNMENT

25.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of SBFM.

25.2 SBFM may assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the consent of the Supplier.

26 MISCELLANEOUS

26.1 Each party warrants, represents and undertakes that:

26.1.1 by entering into and performing its obligations under this Agreement, it is not and will not be in breach of any other agreement to which it is a party;

26.1.2 it has and will continue to have full capacity and all necessary licences, permits and consents to enter into and perform this Agreement; and

26.1.3 this Agreement is executed by a duly authorised representative of the relevant party.

26.2 The rights and remedies of a party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time to the other party, or by any failure of or delay in ascertaining or exercising any such rights or remedies. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any waiver of any breach of this Agreement shall be in writing and shall not prevent the subsequent enforcement against such breach or be deemed to be a waiver of any subsequent breach.

26.3 Each right, remedy and obligation provided under this Agreement are in addition and without prejudice to any other right, remedy and/or obligation under this Agreement and/or those provided by law. For the avoidance of doubt, SBFM's right to Service Credits shall be in addition to, and not in substitution for, any other rights and/or remedies arising from the Supplier's failure to provide the Services in accordance with the terms of this Agreement. The Supplier acknowledges that the Service Credits are in the nature of an adjustment of the Charges for a reduced service, and not SBFM's sole and/or exclusive remedy for breach.

26.4 The standard terms and conditions of either party's business forms, including purchase orders and invoices, shall be without legal effect in transactions under this Agreement.

26.5 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.

26.6 This Agreement represents the entire agreement between the parties and supersedes and extinguishes all other contracts,

promises, assurances, warranties, representations and understandings between the Supplier and any of the SBFM Group on the subject matter herein.

26.7 The Supplier is not authorised, and shall not purport to be authorised, to create obligations binding on any of the SBFM Group.

26.8 The Supplier warrants that its responses to any of SBFM's Request for Information and/or Request for Proposal in relation to the Services are complete and accurate.

26.9 If any company, business or undertaking that is owned by any of the SBFM Group ceases to be owned by the SBFM Group at any time during the term of this Agreement ('Divested Business') but requires continued use of the Services, at the request of the Divested Business, the Supplier shall enter into an identical agreement to this Agreement with such Divested Business to provide use of the Services for at least one (1) year from the date the Divested Business ceases to be owned by the SBFM Group. In such case, any minimum volume commitments under this Agreement shall be divided between SBFM and such Divested Business, in such proportions as SBFM shall determine in its sole discretion.

26.10 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures to perform where it is subject to a Force Majeure Event ('Affected Party') provided that the Affected Party as soon as reasonably practicable following the commencement of the Force Majeure Event notifies the other party in writing and uses all reasonable endeavours to mitigate its effect. If the Force Majeure Event prevents the Affected Party from performing its obligations for a continuous period of 4 (four) weeks or more the other party may terminate this Agreement on giving 5 (five) Business Days' written notice to the Affected Party.

26.11 The Supplier shall immediately notify SBFM if it becomes aware that it is in breach of any warranty set out in this Agreement and the steps it will be taking to remedy such breach.

26.12 The Supplier shall do all acts and execute all documents (at the Supplier's cost and expense) as SBFM requests to give full effect to this Agreement.

26.13 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right (under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any of its terms. Notwithstanding this, any of the SBFM Group who receives Services under this Agreement may enforce any term of this Agreement as if it was a party to it.

26.14 This Agreement may be executed in any number of counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which when executed shall constitute a duplicate original, but all of which shall constitute one and the same instrument. No counterpart shall be effective until each party has executed at least one counterpart of this Agreement.

26.15 Should any provision of this Agreement be or become invalid, illegal or unenforceable, the parties agree to attempt to substitute for it a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of such provision. If such substitution is not possible, the relevant provision shall be deemed deleted. Any substitution or deletion of a provision under this clause shall not affect the validity or enforceability of the rest of this Agreement.

26.16 Any notice or other document to be served under the Agreement must be in writing, addressed to the SBFM Account Manager or the Supplier Account Manager at the address contained in the Contract Details as applicable, or as may be updated from time-to-time, and must be delivered by: (i) prepaid registered post or airmail; and (ii) also by email. Any notice or document shall be deemed served, if delivered, at the time recorded by the postal/airmail delivery service. This clause ~~26.16.1~~ does not apply to the service of any proceedings or other documents in any legal action, arbitration or other form of dispute resolution.

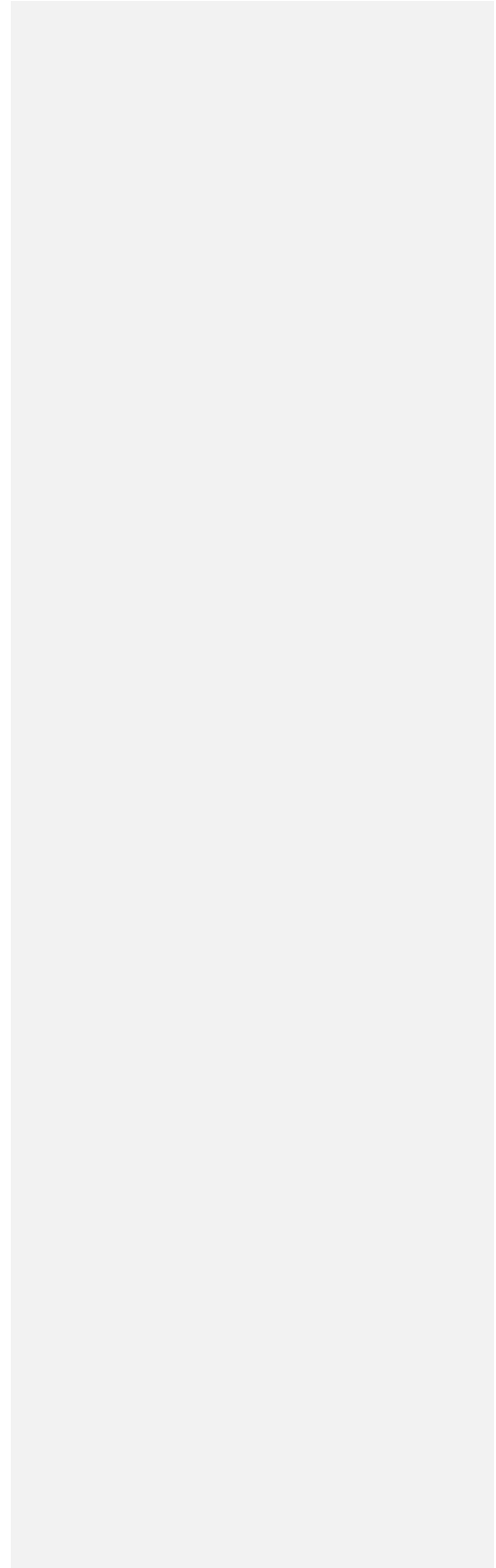
26.17 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to the dispute resolution procedure set out at clause ~~17.1~~, each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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26.18 The parties have executed this Agreement in the Contract Details.



Schedule 1: Commercial Terms

[INSERT]