

THIS DEED OF NOVATION is made the day of

AMONG:

- (1) **In Cloud Solutions Ltd**, a registered Company in England and Wales, with registered number 07951235, whose registered office is at 4 Waltham Court, Milley Lane, Hare Hatch, Berkshire RG10 9AA, (the “**Transferor**”);
- (2) **Sapphire Systems Limited**, registered in England and Wales with company number 02777799, whose registered office is at The Shard, London Bridge Street, London, United Kingdom, SE1 9SG (the “**Transferee**”); and
- (3) **[●] Limited**, registered in England and Wales with company number [●], whose registered office is at [●] (the “**Customer**”),

(together the “**Parties**” and each a “**Party**”).

WHEREAS:

- (A) The Transferor and Customer are party to an agreement dated [●] (the “**Contract**”) in relation to [brief description of services] by the Transferor to the Customer.
- (B) It has been agreed between the parties to this Deed that the Transferor will transfer by way of novation to the Transferee all its rights and obligations under the Agreement, on the terms set out below.

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 In this Deed (including in the Recitals), and except where the context otherwise requires:

- (A) the words and expressions set out below shall have the following meanings:

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

“**Effective Date**” means 1st April 2022; and

“**Rights**” means all rights and benefits (and all claims arising from them) whenever, whatsoever and howsoever arising in connection with the performance or non-performance of the Contract, which immediately before the Effective Date belong to the Transferor or to which the Transferor would have been entitled after the Effective Date in the absence of this Agreement;

(B) save to the extent that the express provisions of this Deed otherwise require, capitalised words and expressions used in this Deed shall have the meanings respectively given to them in the Contract.

1.2 Any reference in this Deed to any agreement or document shall be construed as a reference to that agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned.

2. Transfer by Novation

2.1 With effect from the Effective Date:

2.1.1 the Customer shall release the Transferor from the observance, performance and discharge of all its liabilities and obligations in respect of the Contract;

2.1.2 the Transferee shall be entitled to the Rights in place of and to the exclusion of the Transferor;

2.1.3 the Transferee undertakes and covenants as a separate obligation with the Customer to assume, observe, perform, discharge and be bound by the liabilities and obligations on the part of the Transferor contained in the Contract as if the Transferee had been from the inception, a party to the Contract in place of and to the exclusion of the Transferor; and

2.1.4 the Customer undertakes that it will continue to observe, perform and discharge and be bound by the liabilities and obligations on the part of the Customer.

2.2 Each of the Customer and the Transferee severally undertakes and covenants with the Transferor that it shall not make any claim, counterclaim, demand, action or proceeding (including arbitration) of any nature whatsoever, or seek to enforce any right or interest, against the Transferor in connection with any

future performance or non-performance of the Contract which relates to services provided after the Effective Date.

- 2.3** In the event that the Customer does not agree to the novation of the Contract from the Transferor to the Transferee, the rights and obligations of the Transferor under the Contract shall be sub-contracted (as is permitted) to the Transferee such that the observance, performance and discharge of obligations under the Contract shall be performed by the Transferee under an in-country partner model.

3. Notices

- 3.1** The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or documentation to be made or delivered in accordance with this Deed is:

3.1.1 in the case of the Transferee, that identified with its name in clause 3.2;

3.1.2 in the case of the other Parties, that identified in the Contract or otherwise in line with the normal course of business between the Parties,

or any substitute address, department or officer as the Party may notify to the other Parties by not less than 5 Business Days' notice.

- 3.2** The details for notices for the Transferee are as follows:

Address: The Shard, London Bridge Street, SE1 9SG

Attn/Ref: Steve Wright (CCO)

- 3.3** On and with effect from the date of this Deed, the Contract shall be amended to include the notice details for the Transferee set out above in place of the notice details of the Transferor.

4. Confidentiality

- 4.1** Notwithstanding the provisions of this clause 4.1, the Transferor undertakes to the other Parties that it shall, and the other Parties undertake to the Transferor that they shall observe and perform in relation to the other Parties the duties of confidentiality and non-disclosure that they would have owed to each other under the Contract in the absence of this Deed.

4.2 The Transferor may disclose to the Transferee information in its possession relating to the subject matter of the Contract to the extent it is reasonably required by the Transferee in order to discharge the liabilities and obligations assumed by the Transferee under clause 2.1.

5. Miscellaneous

5.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and construed in accordance with, English law.

5.2 This Deed may be executed in counterparts and each counterpart shall be deemed to constitute one deed.

5.3 If any part of this Deed is void, illegal, invalid or unenforceable under any applicable enactment or rule of law or for any other reason, such provision or part shall to that extent be deemed not to form part of this Deed and the validity, legality and enforceability of the remainder of this Deed shall not in any way be affected or impaired and shall remain in full force and effect.

5.4 Any variation to this Deed shall only be binding if it is in writing and signed by an authorised representative of each Party.

5.5 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the Parties have executed this instrument as a deed and have delivered this instrument as a deed upon its being dated.

TRANSFEROR

Executed as a deed by)
In Cloud Solutions LTD)
 on being signed by:)
) Director/Attorney

 Full Name)

in the presence of:

Signature of witness:
 Name:
 Address:

 Occupation:

TRANSFeree

Executed as a deed by)
Sapphire Systems LIMITED)
 on being signed by:)
) Director/Attorney

 Full Name)

in the presence of:

Signature of witness:
 Name:
 Address:

 Occupation:

CUSTOMER

Executed as a deed by)
[●] LIMITED)

on being signed by:)

.....
Director/Attorney

.....
Full Name)

in the presence of:

Signature of witness:

Name:

Address:

Occupation: