



SERVICE LEVEL AGREEMENT

between

TMG Corporate Services / The Mediator Group

and

“CUSTOMER NAME”

For the Provision of Services relating to INSERT SERVICE(S) NAME.



AGREEMENT dated the XX day of XXXXXXXXXX 20XX

Between

- (1) **TMG Corporate Services / The Mediator Group**, a company whose registered office is at Hamilton House, 28 Fitzwilliam Place, Dublin 2, Republic of Ireland ('**the Supplier**').
- (2) **CUSTOMER**, a company incorporated in XXXXXXXX under number XXXXXXXX and whose registered office is at XXX ('**the Company**' which expression shall include its successors and assigns); and

WHEREAS

(A) The Company has appointed the Supplier to provide the Services (as hereinafter defined).

(B) The Company and the Supplier have agreed to enter into this Agreement setting out the terms and conditions applicable to the provision of the Services.

IT IS AGREED

1. DEFINITION AND INTERPRETATION

1.1 Except where the context of this Agreement otherwise requires, the following words and phrases shall have the meaning set out below:

Account means any type of finance agreement either owned or operated or managed by the Company.

Asset means any asset which is the subject of an asset finance Account.

Associated Company means in relation to the Company, any subsidiary, subsidiary undertaking and holding company of it and any subsidiary and subsidiary undertaking of such holding company, whether registered in Ireland or elsewhere;

Charges means the rates and charges payable by the Company to the Supplier for the Services, the details of which are set out in Schedule 1.

Commencement Date means the date of this Agreement as set out above.

Complaint means any expression (whether written or spoken) of dissatisfaction with any aspect of the Services made by or on behalf of a Customer.

Confidential Information means all information (in whatever form or format) disclosed by the Company to the Supplier under this agreement including without limitation, information or material of a technical, business, commercial, financial or personal nature that a reasonable person would determine is confidential, and in particular Customer information but does not include any information which has come into the public domain otherwise than by reason of the default of the Supplier, its Employees or advisers.

Customer means a person whose Account is either owned or operated or managed by the Company.

Customer Data means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium relating to a Customer or potential Customer, and which are supplied or in respect of which access is granted to the Supplier, or which is collected or generated by the Supplier pursuant to this Agreement.

DPA means the Data Protection Acts 1988 and 2003.

Employee means an employee, agent or sub-contractor of the Supplier who is engaged in providing the Services to the Company.

Force Majeure means any event affecting the ability of a party to carry out its obligations under this Agreement caused by circumstances beyond its reasonable control including, without limitation, war or civil disturbance; order of a government, ministry of department or public authority; acts of terrorism; fire, flood, natural catastrophe but excluding any strike, lock-out or other form of industrial action of a party's employees.

Initial Term means a period of 12 calendar months from the Commencement Date

New Supplier means any person who, following the Termination Date provides any or all of the Services.

Personal Data means personal data as defined in the DPA.

Report means a detailed activity explanation supporting performance claims or as otherwise required.

Services means the services to be provided under this Agreement as set out in Schedule 1 and any subsequently agreed variances thereof.

Service Standards means the service standards, quality standards and service levels set out in Schedule 1.

Termination Date means the date on which this Agreement terminates.

TUPE means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations, 2003.

Working Day means any day on which banks are open for business in Dublin, Ireland

1.2 The clause and schedule headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 The schedules and appendices form part of and incorporated into this Agreement.

1.4 To the extent that there is any inconsistency between the parts of this Agreement, the following order of precedence will apply to resolve any inconsistency:

1.4.1 the clauses

1.4.2 the schedules

1.4.3 References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.5 Any phrase introduced by the expressions "includes", "including" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Any reference to a statute, statutory provision or subordinate legislation (together "legislation") shall (except where the context otherwise requires):

1.6.1 be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation;

1.6.2 be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

2. SERVICES

2.1 In performing the Services, the Supplier shall:

2.1.1 comply with the agreed Service Standards or any other requirements negotiated during the term of the Agreement, to be agreed in writing.

2.1.2 act diligently and efficiently using all reasonable care and skill ordinarily expected from a person experienced in the provision of such Services including taking steps to ensure that each of its Employees has the proper skill, training and background to perform the Services in a professional and competent manner.

2.1.3 comply strictly with all applicable laws, regulations, codes and guidelines including:

2.1.3.1 all relevant Irish, European Union and other legislation, bylaws, directives, and regulations of any statutory, public, local or other competent authority.

2.1.3.2 all relevant codes of practice, standards of conduct and requirements of any organisation applicable to the Supplier or the

Services.

2.1.3.3 all applicable anti bribery and corruption law including without limitation the Prevention of Corruption Acts 1889 to 2010.

2.1.4 maintain in full force and effect all registrations and licences required by law to enable it to perform all its obligations to the Company under this Agreement, including without limitation any registrations required by the Data Protection Commissioner.

2.1.5 not engage in any activity which may be deemed to amount to harassment, or conduct which is deceptive, deceitful, oppressive or otherwise unfair or improper (whether unlawful or not).

2.1.6 not act in any way which in the reasonable opinion of the Company is prejudicial to the Company or any Associated Company or which may reflect adversely on the integrity, goodwill or reputation of the Company or any Associated Company.

2.1.7 keep proper records, books of account, working papers files and notes of its dealings with the Company, each Customer, each Account and amounts charged to the Company and retain all those documents in a safe and secure place (whether in paper or electronic format) in accordance with Clauses 17 and 18.

2.1.8 The Supplier shall ensure that it has available at all times a sufficient number of suitably qualified Employees, adequately maintained equipment, administration facilities and other systems to ensure the proper performance of the Services and the Supplier's obligations under this Agreement.

2.2 Subject to Clause 19.3.4, the Company and the Supplier agree that the actual steps to be undertaken in providing the Services or the strategy adopted in providing the Services will be at the discretion of the Supplier but shall at all times be compliant with the Service Standards set out in Schedule 1 and as agreed with the Company.

2.3 Notwithstanding Clause 2.2, the Supplier shall comply with any reasonable directions given by the Company from time to time in relation to the Services.

2.4 The Supplier agrees that it shall not commence any legal proceedings of any type in respect of an Account unless it has obtained the prior written consent of the Company, which the Company may give or withhold at its absolute discretion. If the Company gives consent to the commencement of any proceedings, the Supplier shall comply with any directions given or restrictions imposed by the Company in respect of the proceedings.

2.5 Until such time as money owing to the Company is deposited into the Company's nominated account or otherwise paid to the Company by the Supplier, the Supplier shall hold all money recovered by or on behalf of the Company on trust in a separate and designated client account for the benefit of the Company.

2.6 Nothing in this Agreement shall be construed as conferring exclusive rights on the Supplier to act for the Company nor shall this Agreement commit the Company to instructing the Supplier on any Accounts or any minimum number of Accounts.

2.7 Failure to meet any of the Service Standards shall be deemed to be a material breach of this Agreement.

3. TERM

3.1 Subject to Clause 15, this Agreement shall take effect from the Commencement Date and shall continue until the end of the Initial Term, at which point the Agreement shall automatically terminate unless otherwise agreed by both parties in writing.

3.2 The Company (in its absolute discretion and without assigning any reason therefor) may terminate this Agreement at any time by giving to the Supplier at least one (1) month's prior written notice.

4. THE COMPANY'S OBLIGATIONS

4.1 The Company shall perform all obligations allocated to it as specified in this Agreement.

4.2 The Company warrants to the Supplier that:

4.2.1 all instructions and information provided to the Supplier are accurate and correct and all Accounts are legally due and binding finance agreements to the best of the Company's knowledge; and

4.2.2 it will co-operate with the Supplier and provide the Supplier with such information and assistance as the Supplier may reasonably require in order to enable or facilitate the Supplier to duly and punctually comply with its obligations under this Agreement.

5. SUPPLIER WARRANTIES

5.1 The Supplier warrants and represents that:

5.1.1 it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation

5.1.2 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Agreement and that the Agreement is executed by a duly authorised representative of the Supplier;

5.1.3 in entering the Agreement it has not committed any fraud;

5.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of the Supplier's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Agreement;

5.1.5 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Agreement;

6. REPORTS AND INFORMATION

6.1 The Supplier shall:

6.1.1 provide each Report at such frequency as agreed between the parties in any format reasonably requested by the Company in writing from time to time;

6.1.2 provide any other information reasonably requested by the Company in connection with this Agreement within any time limits reasonably imposed by the Company;

6.1.3 inform the Company of any developments which may impact on the Supplier's ability to meet any of its obligations under this Agreement; and

6.1.4 notify the Company of facts, opinions, feedback or other information made known to the Supplier which should, for the better performance of the Services, be notified to the Company.

6.2 Without limitation to Clause 6.1, the Supplier shall keep accurate and up-to-date records of all activity in connection with the Services including but not limited to any money collected on Accounts and all costs or other fees charged to or collected from any Account. The records must be itemised by Account. Upon termination and at the request of the Company, all records shall be transferred to the Company within 7 days of such request.

7. THE SUPPLIER'S EMPLOYEES

7.1 The Company has the right under this Agreement to refuse to allow any Employee who in the opinion of the Company is undesirable, to provide the Services. If, acting reasonably, the Company considers that there may be a significant impact on the Services or the Company's reputation by such Employee continuing to provide the Services, the Supplier will:

7.1.1 take immediate steps to ensure that the Employee no longer provides any Services; and

7.1.2 provide a replacement as soon as practicable.

7.2 The Company shall have the right to observe and monitor Employees from time to time to ensure compliance with the terms of this Agreement.

8. USE OF THE COMPANY NAME AND TRADE MARKS BY THE SUPPLIER

The Company authorises the Supplier to use the Company name for the sole purpose of performing the Services under this Agreement. This authorisation does not convey any ownership of IP rights to the Supplier. The Supplier will not, without the Company's prior written consent, use the Company's name in any communication/marketing or promotion material.

9. COMPLAINT HANDLING

9.1 The Supplier will maintain a full and accurate record of all Complaints, and will report monthly on all Complaints received, resolved

and outstanding. Any complaint referred to an official body (including without limitation the Central Bank or the Financial Services Ombudsman) will be reported immediately to the Company. The Company reserves the right to request control of a complaint and recall an account from the Supplier if such complaint relates to the Company's conduct.

9.2 Any Complaints received by one party with regards to the other will be passed to the other party within one working day

9.3 The Supplier has no authority to offer ex-gratia payment or any other rights of redress or compensation. Any requests for ex-gratia payments from a Customer must be fully detailed by the Supplier and referred to the Company by email or facsimile within 1 working day from the receipt of the Complaint.

9.4 In the event of a Complaint giving rise to arbitration, legal proceedings, alternative dispute resolution or a referral to any official body, the Supplier shall make no statement, representation or settlement offer in response to any such legal proceedings, arbitration, or alternative dispute resolution without obtaining the prior written consent of the Company.

10. PAYMENTS DUE TO THE SUPPLIER

10.1 The Company shall pay all sums due to the Supplier within 30 days of receipt of a valid invoice, submitted in accordance with the Company's reasonable instructions.

10.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and is supported by any other documentation reasonably required by the Company to substantiate the invoice.

10.3 The Supplier's invoices will be calculated in accordance with the Charges set out in Schedule 2. Any significant changes to the type of Account placed by the Company will be subject to the negotiation of new Charges.

10.4 The Company shall not be liable to pay any Charges, costs or expenses other than those set out in Schedule 2 unless the Supplier has obtained the Company's prior written approval.

10.5 The Company may make payments to the Supplier by cheque or direct payment into a bank account nominated in writing by the Supplier.

10A. PAYMENTS DUE TO THE COMPANY

10A.1 All monies collected by the Supplier on behalf of the Company shall be paid over to the Company at intervals to be specified by the Company in writing.

10A.2 The Supplier shall pay monies due to the Company by direct payment into a bank account nominated in writing by the Company.

10A.3 All monies collected by the Supplier in respect of an Account will be held by the Supplier in a separate and designated client account on trust for the Company absolutely and the Supplier will have no lien or interest whatsoever in respect of such monies and will make all payments subject to clause 10A.1 free from any deductions.

11. LIABILITY

11.1 The Supplier shall indemnify and keep indemnified the Company and its affiliates officers, directors, employees, agents and representatives against all costs in respect of any claims arising out of or in connection with this Agreement whether in contract, tort (including negligence) or for breach of statutory duty or howsoever caused. The provisions of this Clause shall apply to any claims by a third party.

11.2 The Company will have no liability under or in connection with this Agreement for:

11.2.1 indirect, special or consequential losses;

11.2.2 administration charges, wasted or lost management time (including time of other employees); and/or

11.2.3 loss of profits, loss of opportunity, loss of contracts, loss of goodwill, loss of earnings, loss of business or loss of anticipated savings.

11.3 The above Clause 11.2 will apply even if the Company had notice of the possibility of the Supplier incurring such losses.

11.4 For the avoidance of doubt, nothing in this Agreement is intended to limit the liability of the Company for:

11.4.1 death or personal injury caused by the negligence of the Company, its agents or sub-contractors.

11.4.2 fraud or fraudulent misrepresentation.

11.5 This Clause 11 will survive termination of this Agreement.

12 SUB-CONTRACTING

12.1 The Supplier will not sub-contract any of its obligations under this Agreement without the prior written consent of the Company.

12.2 The Supplier shall at all times remain liable to the Company for all acts and omissions of the Supplier's agents and/or sub-contractors as if they were the acts and/or omissions of the Supplier.

13. INSURANCE

13.1 Without prejudice to its obligations under this Agreement, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Supplier's obligations and liabilities under this Agreement (a minimum of EUR 1,000,000 coverage to be secured).

13.2 Upon the Company's request, the Supplier shall provide the Company with evidence as is necessary to prove the Supplier's continuing compliance with its obligations to insure under Clause 13.1.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any delay in performing its obligations if such delay is caused by an event of Force Majeure.

14.2 If any delay or failure in performance of any part of this Agreement by a party is attributable to an event of Force Majeure which continues for more than 60 days the other party shall be entitled to terminate this Agreement with immediate effect by giving the non performing party prior written notice.

14.3 Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for any such delay or failure in performance of any part of this Agreement to the extent that such delay or failure is attributable to an event of Force Majeure.

15. TERMINATION

15.1 A party may terminate this Agreement at any time by written notice to the other party

(the "Defaulting Party") if any of the following apply:

15.1.1 the Defaulting Party fails to carry out any material provision of this Agreement, the failure is capable of remedy and the Defaulting Party does not remedy that failure within 7 days after written notice to the Defaulting Party requiring it to be remedied;

15.1.2 the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy.

15.1.3 without prejudice to Clauses 15.1.1 and 15.1.2 the Defaulting Party has committed persistent breaches of its obligations and continues (after requests not to do so and notification of intention to terminate if persistent breaches do not cease) to commit persistent breaches; or

15.1.4 the Defaulting Party passes a resolution, or the Court makes a order that the defaulting Party or its Associated Company be wound up otherwise than for purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Defaulting Party or its Associated Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order.

15.2 The Company may terminate this agreement if there occurs a material change in the ownership or control of the Supplier from that subsisting at the Commencement Date.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Agreement unless the Company requests otherwise the Supplier shall continue to administer all existing Accounts in accordance with this Agreement including without limitation, processing any collections and bank account receipts from Customers until all Accounts are settled and for the avoidance of doubt, the Supplier shall continue to perform all obligations hereunder

with respect of such accounts unless otherwise notified by the Company. Notwithstanding this, on termination the Company may either instruct the Supplier to return all Accounts or the Company can discontinue passing new instructions but leave the historic portfolio under the management and control of the Supplier.

16.2 For the avoidance of doubt, during any notice period the Supplier shall continue to provide the Services in accordance with this Agreement.

16.3 After the giving of notice by either party under this Agreement and on termination, the Supplier will render reasonable assistance to the Company to effect an orderly hand-over of the Services to the Company or its nominee, such that the Services can be carried on with the minimum of interruption and inconvenience to the Company and Customers. The Supplier may make a reasonable charge for this.

16.4 The termination of this Agreement will be without prejudice to any rights or remedies of either party under this Agreement or at law and shall not affect any accrued right or liabilities of either party nor the continuance of any provision of this Agreement which is expressed, or by implication to continue in force on or after termination including, without limitation, Clauses 10A, 11, 17, 18 and 19.

17. CONFIDENTIALITY

17.1 The Supplier acknowledges that the Confidential Information is confidential to the Company and undertakes to keep confidential all the Confidential Information at all times.

17.2 Without limitation to Clause 17.1, the Supplier agrees that it will not disclose the Confidential Information to any other person unless it has obtained the prior written approval of the Company which approval the Company may give or withhold in its absolute discretion.

17.3 The Supplier undertakes to use the Confidential Information for the sole purpose of providing the Services to the Company under this Agreement.

17.4 Notwithstanding Clauses 17.1 and 17.2, the Supplier may:

17.4.1 disclose the Confidential Information to its Employees who are engaged in providing the Services to the Company. The Supplier shall ensure that any Employee who has access to the Confidential Information complies with confidentiality obligations that are no less onerous than the obligations set out in this Clause 17. If required by the Company, the Supplier will procure that each of its Employees will sign a confidentiality undertaking in favour of the Company in a form reasonably requested by the Company; or

17.4.2 disclose the Confidential Information if required to do so by any order of any court of competent jurisdiction or any order, rules or regulations of any competent judicial, governmental or regulatory body in which case the Supplier shall give the Company prior notice of the proposed disclosure and, if requested by the Company and at the Company's expense, assist the Company to resist the disclosure.

17.5 The Supplier warrants and undertakes that it will put in place and maintain at all times during the term of this Agreement appropriate technical and organisational measures to ensure that the Confidential Information is kept secure.

17.6 The Supplier acknowledges and agrees that this Clause 17 does not transfer the ownership of any of the Confidential Information to the Supplier.

17.7 On expiry or termination of the Agreement or at any time on request by the Company, the Supplier shall at the option of the Company:

17.7.1 return to the Company all of the Confidential Information or deliver the Confidential Information to a person nominated by the Company and certify in writing that such delivery has taken place; or

17.7.2 destroy the Confidential Information and certify in writing that it has destroyed the Confidential Information.

17.8 The Supplier expressly agrees that in the event of a breach of this Clause 17 damages might not be a sufficient remedy for such breach and that as a result injunctive or other equitable relief may be obtained by the Company in respect of any breach or anticipated breach of this Clause 17 by the Supplier.

17.9 The Supplier confirms that neither it nor its Employees, without the Company's prior written consent, will directly or indirectly:

17.9.1 employ or engage any member of staff of the Company; or

17.9.2 engage in any form of contract with any of the Company's clients or customers having used Confidential Information.

17.10 This Clause 17 will survive termination of this Agreement.

18. PROTECTION OF PERSONAL DATA

18.1 The Supplier shall in performing its obligations under the Agreement be required to process Personal Data on the Company's behalf. The Supplier warrants that it is currently in compliance with and will continue to comply with its obligations under the DPA in so far as they relate to or are connected with the Company's engagement of the Supplier to provide the Services. In particular, the Supplier warrants that:

18.1.1 it shall only process Personal Data in accordance with its obligations under the DPA;

18.1.2 it shall only process Personal Data in accordance with the Company's specific and lawful instructions;

18.1.3 it has appropriate technical and organisational measures in place to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage; and

18.1.4 it shall not transfer Personal Data to a country or territory outside the European Economic Area.

18.2 In addition, the Supplier warrants that it shall promptly notify the Client of:

18.2.1 any legally binding request for disclosure of Personal Data by a law enforcement authority or regulatory body;

18.2.2 any accidental or unauthorised processing of or access to Personal Data; and

18.2.3 any request for access to Personal Data received directly from a Customer, without responding to that request, unless it has been otherwise authorised to do so.

18.3 Without prejudice to the generality of the foregoing, the Supplier will provide:

18.3.1 physical security by means of locked and access-restricted storage facilities of its database and paper files;

18.3.2 connectivity security by means of firewalls for both hardware and software preventing unauthorised connection to the system; and

18.3.3 database security by means of encrypted login names and passwords preventing unauthorised connection to the system; and

18.3.4 such co-operation as the Company reasonably considers necessary to allow the Company to ensure the Supplier's compliance with this Clause 18 from time to time. Such co-operation may include helping the Company to carry out risk assessments of the Supplier's data processing operations, in particular providing information about, and permitting the Company to inspect those operations.

18.4 The Supplier shall implement any change to its data processing operations that is reasonably identified by the Company as being necessary for the Supplier to comply with its obligations under this Clause 18.

18.5 The Supplier shall ensure that:

18.5.1 only such of its Employees and advisers who may be required to assist it in meeting its obligations under this Agreement shall have access to Personal Data; and

18.5.2 all Employees that provide the Services have undergone training in the law of data protection and in the care and handling of Personal Data.

18.6 All Customer Data collected and processed by the Supplier will belong to the Company. The Supplier acknowledges that Customer Data and all rights of whatever nature in and/or in relation to it shall at all times be and remain the sole property of the Company. During the term of this Agreement and following termination of the Agreement, the Supplier may use the Customer Data solely for the purpose of providing the Services. In particular, the Supplier may not:

18.6.1 copy any Customer Data (or any part of it), except as may be necessary for the exercise of its rights or performance of its duties under this Agreement; or

18.6.2 extract information from the Customer Data for any reason, unless expressly set out in this Agreement. In particular, the Supplier may not use the Customer Data for personal private use or marketing or selling any products or services by the Supplier or any third party whatsoever.

19. AUDIT

19.1 The Company (and its authorised agents, who shall not be a competitor of the Supplier) shall conduct audits in accordance with this Clause at such time and frequency as the Company shall reasonably determine and other than in exceptional circumstances will give at least 7 days notice of an audit.

19.2 The Supplier will without charge to the Company provide reasonable access:

19.2.1 to any information relating to the provision of the Services, including (but not limited to):

19.2.1.1 books, records and call recordings;

19.2.1.2 the security applied to Customer Data and Confidential Information; and

19.2.1.3 any additional information reasonably requested by the Company;

19.2.2 to Employees; and

19.2.3 to any of the Supplier's facilities or locations from which Services are being performed.

19.3 The audits will be for the purpose of verifying:

19.3.1 the accuracy of the Supplier's invoices to the Company;

19.3.2 that the Services are being provided in accordance with the Service Standards, and

19.3.3 that the Supplier is complying with all of its obligations under the Agreement, and

19.3.4 that the strategies adopted by the Supplier are appropriate and acceptable to the Company; and

19.4 Such audit will be carried out at the cost of the Company unless the audit discloses a material breach of this Agreement or the fact that the Company has been overcharged substantially in which case the cost of such audit will be borne by the Supplier.

19.5 If any Audit shows:

19.5.1 the Company has been overcharged, the Supplier will promptly refund to the Company the amount of such overcharge; or

19.5.2 that the Supplier has been or is in breach of any term of this Agreement, then without affecting any other right that the Company may have, the Supplier will immediately use all reasonable endeavours to rectify all such breaches.

19.6 The Supplier will co-operate in any review, audit or investigation carried out by any official body in connection with this Agreement, including without limitation the Central Bank or the Financial Services Ombudsman, by providing access to the applicable official body.

20. REVIEW

20.1 The parties will hold review meetings at intervals that the Company may reasonably determine to be necessary. Such meetings will be held to discuss the performance of the Supplier's obligations under this Agreement with a view to determining any changes or improvements to the Services or the Service Standards that may be agreed from time to time.

20.2 The review meetings will be held alternately at either the premises of the Company or the Supplier as agreed from time to time.

21. ACCOUNT MANAGER

21.1 The Supplier shall allocate an account manager to the Company who will be responsible for the Supplier's relationship with the Company. The account manager will act as the main point of escalation and continuously act to resolve any problems that arise to full and satisfactory conclusions. It will also be the account manager's role to put forward suggestions for improvement as part of the continuous improvement aims of both organisations.

21.2 Each party shall maintain a chart showing the contact names, telephone numbers and email addresses for its organisation which also specifies clearly the points of escalation within the organisation. Each party may amend the chart by giving the other party written notice in accordance with Clause 30.1.

22. TUPE

22.1 If TUPE applies on termination of this Agreement such that all or any part of the Services transfer to the Company or a New Supplier, the Supplier agrees that notwithstanding the provisions of TUPE neither the Company nor any New Supplier shall be obliged to employ after the Termination Date any Employee of the Supplier, and the Company and/or any New Supplier may terminate the

employment or engagement of the Employee and rely on the indemnity at Clause 22.2.

22.2 The Supplier undertakes to hold harmless and fully indemnify and keep the Company and any New Supplier indemnified against all losses which the Company or any New Supplier may suffer or incur, whether directly or indirectly, on account of or arising from or in connection with the transfer of any Employee, the termination of employment of any Employee, or any failure by the Supplier to comply with its obligations pursuant to TUPE.

23. ASSIGNMENT

23.1 The Supplier shall not be entitled to assign, transfer or otherwise deal with this Agreement or any rights under this Agreement without the prior written consent of the Company.

23.2 The Company may assign, transfer and otherwise deal with this Agreement or any rights under this Agreement without the prior consent of the Supplier.

23.3 Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors or assigns.

24. ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

25. WAIVER

Failure or neglect by either party at any time to enforce any of the provisions of this Agreement shall neither be construed as a waiver of any rights or remedies under or in respect of this Agreement nor in any way affect the validity of this Agreement or any part of it. No waiver shall be effective unless given in writing and no waiver of a breach of this Agreement shall constitute a waiver of any antecedent or subsequent breach.

26. AMENDMENTS

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by or on behalf of each party hereto (which shall, in the case of the Company, only be binding if signed by an authorised signatory) except that the Company may amend any documents that it has given to the Supplier for the purposes of this Agreement by delivery from time to time in writing of such amended documentation to the Supplier.

27. SEVERABILITY

In the event that a court or arbitral tribunal of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

28. PARTNERSHIP OR AGENCY

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership and neither of the parties shall be, or be construed to be, the agent of the other party for any purpose or to have any authority to bind or incur any liability on behalf of the other party, save as otherwise expressly provided in this Agreement.

29. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

30. NOTICES

30.1 Any notice required or authorised by this Agreement shall be in writing sent by prepaid registered (and for the avoidance of doubt



may not be sent by any electronic or other form of transmission) and shall be deemed to have been received 48 hours after such posting or transmission. Any such notices shall be addressed as follows:

To the Company:

CONTACT NAME
COMPANY NAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3

To the Supplier:

TMG Corporate Services / The Mediator Group
P.O Box 12117
Fonthill
Dublin 22
Republic of Ireland

30.2 Either party may amend its details specified in Clause 30.1 by notice to the other party.

31. ANNOUNCEMENTS

31.1 Neither of the parties to this Agreement (nor any person on their behalf) shall make any public announcement relating in any way to this Agreement or the obligations to be performed under it without the prior written consent of the other party.

31.2 The restrictions contained in this Clause shall not apply to announcements which are required by law or by any applicable regulatory authority. In these circumstances, the party wishing to make the announcement shall use its best endeavours to consult with the other party before any announcement is made and give effect to any reasonable requirements, which the other party may have.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

33. GOVERNING LAW

This Agreement is governed by the law applicable in Ireland and the parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the Irish Courts.



Signed for and on behalf of Company

Signature

Print name

Title

Date

Signed for and on behalf of TMG Corporate Services / The Mediator Group

Signature

Print name

Title

Date



**SCHEDULE 1
SERVICES
SERVICES TO BE PROVIDED**

PLEASE INSERT DETAILS HERE

SERVICE LEVELS

1. The Supplier will acknowledge any new instruction within 24 hours of receipt.
2. The Supplier will action any new instruction within 48 hours.
3. The Supplier will return a positive or negative report no later than 60 days from the date of the instruction
4. The Supplier will transfer operational files to the Company in a format and frequency to be agreed between the parties.
5. The Supplier will offer a free recheck service within 3 months with a maximum turnaround of 10 days.
6. All rechecks after 3 months will be considered new traces and chargeable.



**SCHEDULE 2
CHARGES**

PLEASE INSERT DETAILS HERE