SH PROFESSIONAL SERVICES

DEFINITIONS AND INTERPRETATION

Incorporated into the Framework Services Agreement (FSA), each Call-off Contract and Service Order — SH Professional Services Ltd

Ref: SHPRCO003 (Updated 1st September2026)

Part A — Definitions

- **Affiliate:** in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.
- **Automatic Renewal Date:** the date on which a Call-off Contract or Service automatically renews for a further Term, as set out in or determined under the relevant Service Order; where no such date is set out, the date on which the then-current Term expires.
- **Available Services:** the Services, including without limitation any Deliverables, which the Supplier is willing and able to provide to the Client and the Client Affiliates as set out in the relevant Service Order.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **Call Brief:** in relation to any call-handling or telephony element of a Service, the mutually agreed brief setting out the business overview, the agreed protocol for answering and handling calls, message instructions and related matters.
- **Call-off Contract:** an agreement for the provision of Services by the Supplier to the Client or Client Affiliate agreed in accordance with the Call-off Contract process, and subject to a relevant Service Order. The Legal Services Terms of Business is a Call-off Contract in an alternative form.
- **Charges:** the charges for the Services as set out in the relevant Service Order.
- **Client:** the person or entity that orders or receives a Service, as named in the FSA and identified in the relevant Service Order.
- **Client Affiliate:** an Affiliate of the Client.
- **Client Care Letter:** in relation to the Legal Services, the letter issued by the Supplier to the Client Party setting out the scope of the legal services to be provided, the basis of charging and related matters, being another form of Service Order Form (and the Service Order for those Services).
- **Client Party:** the Client and/or any Client Affiliate.
- **Client Party Affiliate:** an Affiliate of the Client Party.
- **Client Party Background IPRs:** all Intellectual Property Rights in the Client Party Materials.
- **Client Party Manager:** such person as notified by the Client Party to the Supplier from time to time.
- **Client Party Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Client Party to the Supplier.
- **Commencement Date:** the date on which a Service commences, as set out in or determined under the relevant Service Order; and, in relation to the FSA, the date on which all parties have agreed and accepted its terms.
- **control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
- **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. For the avoidance of doubt, and per the Interpretation provision herein, Data Protection Legislation shall be

amended and/or supplemented (mutatis mutandis) (from time to time) by any same or similar provisions coming into effect upon the United Kingdom's exit from the European Union (Brexit), and Data Protection Legislation shall be construed accordingly.

- **Data Protection Officer or DPO:** a data protection officer appointed in accordance with Articles 37 to 39 of the UK GDPR.
- **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including, without limitation, computer programs, data, reports and specifications (including drafts). For the avoidance of doubt, title in such shall reside with the Supplier unless specified in a relevant Call-off Contract and shall be Foreground IPR.
- **Foreground IPRs:** all Intellectual Property Rights in the Deliverables, other than Supplier Background IPRs.
- **FSA or Framework Services Agreement:** the Framework Services Agreement between the Supplier and the Client Party (reference SHPRCO001) under which each Call-off Contract and Service Order is entered into.
- **General Lien:** the right of the Supplier to retain possession of any documents, records, papers, data or other property belonging to or held on behalf of the Client Party and in the Supplier's possession, until all Charges and other sums due to the Supplier under the FSA and any Call-off Contract (whether or not relating to the documents or property retained) have been paid in full.
- **Group:** in relation to a party, that party together with its subsidiaries, its holding company and the subsidiaries of that holding company from time to time (subsidiary and holding company having the meanings given in section 1159 of the Companies Act 2006).
- **Initial Term:** the first Term of a Call-off Contract or Service, as set out in the relevant Service Order, before any renewal.
- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Legal Services Terms of Business:** in relation to the Legal Services, the Supplier's terms of business for those Services, being a Call-off Contract in an alternative form.
- **Lien:** a General Lien or a Particular Lien, as the context or the relevant Call-off Contract requires.
- **Mandatory Policies:** the Supplier's business policies and codes, as amended from time to time, including, without limitation, its Modern Slavery and Human Trafficking Policy, Corporate and Social Responsibility Policy, Anti-Bribery and Anti-Corruption Policy, Ethics Policy and Security Policy, and the matters at https://tlam.sh-proserv.co.uk/policy-and-contracts.html.
- **Materials:** the Client Party Materials and any other materials, documents, data and information provided by or on behalf of the Client Party to the Supplier in connection with the Services.
- **Notice Period:** the period of written notice required to terminate, or to prevent the renewal of, a Call-off Contract or Service, as set out in the relevant Service Order or, absent such, in the relevant Call-off Contract.
- **Particular Lien:** the right of the Supplier to retain possession of the documents, records, papers, data or other property belonging to or held on behalf of the Client Party and in the Supplier's possession that relate to a particular Service or matter, until the Charges and other sums due to the Supplier in respect of that Service or matter have been paid in full.

- **Service Order:** a document or online order (however described, and including any Service Order Form) by which a Client Party orders a Service from the Supplier under the FSA, setting out the Service, the applicable Brand, the Charges and any Service-specific terms. For the Legal Services, the Client Care Letter is the Service Order in an alternative form.
- **Service Order Form:** a Service Order set out in a form bearing that title; references in these terms to a Service Order include a Service Order Form.
- **Services:** the services, including without limitation any Deliverables, as set out in the relevant Service Order.
- **SRA:** Solicitors Regulation Authority.
- **Supplier:** SH Professional Services Ltd (company number 15914303), as named in the FSA, or an Affiliate of the Supplier's Group as stated in a relevant Service Order Form or Invoice.
- **Supplier Background IPRs:** all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this Call-off Contract, in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable a Client Party to receive and use the Services.
- **Supplier Manager:** such person as notified by the Supplier to the Client Party from time to time.
- **Supplier's Group:** the Group of which the Supplier is a member.
- **Term:** the duration of a Call-off Contract or Service, as set out in or determined under the relevant Service Order and the relevant Call-off Contract, including any renewal Term.
- **Term Length:** the length of each Term, as set out in the relevant Service Order.
- **TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/46) (as amended).
- **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

TUPE-specific definitions are set out in the TUPE Provisions and Definitions (SHPRCO004).

Part B — Interpretation

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- The Schedules form part of the FSA and shall have effect as if set out in full in the body of the FSA. Any reference to the FSA includes the Schedules.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of another person (or its nominee) by way of security or in connection with the taking of security, or its nominee.
- For the purposes of determining whether a limited liability partnership is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be construed so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- A reference to writing or written includes email.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- A reference to the FSA or to any other agreement or document is a reference to the FSA or such other agreement or document, in each case as varied from time to time.
- References to clauses and Schedules are to the clauses and Schedules of the FSA, and references to paragraphs are to paragraphs of the relevant Schedule.
- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- Clause, schedule and paragraph headings shall not affect the interpretation of the FSA or any Call-off Contract.