

Schedule 8: Exit Management / Transition of Services

1. Overview

This Schedule comprises Schedule 8 to the Framework Agreement and shall be deemed incorporated therein. Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Agreement or other Schedules. Section references in this Schedule shall be deemed to refer to the sections of this Schedule, unless otherwise specified.

As part of termination assistance services which shall be provided by the Service Provider to SEFE in the event that SEFE has terminated the Agreement or an Individual Contract, the Service Provider will provide such information as SEFE may reasonably request relating to the number and function of each of the Service Provider personnel and each Service Provider subcontractor that is employed or contracted by Service Provider to perform the Services under the Agreement or the respective Individual Contract, and Service Provider will make such information available to potential successors as designated by SEFE, subject to the prior execution of a non-disclosure agreement between Service Provider and potential successor in accordance with Clause 16 of the Framework Agreement.

Within 6 months of an Individual Contract Commencement Date, the Service Provider shall unless agreed otherwise by the Parties in writing, develop an exit plan to be reviewed by SEFE detailing how the Service Provider will transition the Services detailed in an Individual Contract back to SEFE or its designee ("Exit Plan"). The Exit Plan shall be updated by the Service Provider at a frequency mutually agreed by the Parties and provided to SEFE for review and approval.

Termination Management Team

In the event termination assistance is required SEFE and Service Provider shall establish a termination management team comprised of representatives of each Party, which shall include the SEFE Project Manager and the Service Provider Project Manager as well as representatives from any successor third-party service Provider or other advisor designated by SEFE, as applicable (the "Termination Management Team") unless agreed otherwise by the Parties. Consistent with this Schedule, the Termination Management Team shall: (i) oversee and direct the transition of the Services back to SEFE or its designee ("Reverse Transition"); (ii) review the status of all Termination Assistance Services; and (iii) review recommendations and suggestions for an orderly Reverse Transition.

2. Termination Assistance Plan

2.1 Development

No later than 2 weeks from the beginning of the applicable termination assistance period, the Service Provider shall define a plan for the Reverse Transition of the Services from the Service Provider (the "Termination Assistance Plan") which will be reviewed and approved by SEFE.

The Termination Assistance Plan will provide that the Service Provider will (i) assist SEFE in the orderly transition of the affected Services; (ii) transfer all work-in-progress; and (iii) transfer other items and materials to facilitate the orderly, non-disrupted business continuation of SEFE. Each Party shall comply with the roles and responsibilities set out and imposed upon them respectively in the Termination Assistance Plan.

3 Contents

The Termination Assistance Plan shall outline responsibility for, without limitation:

- a. identifying the Services and related Service Provider personnel roles or functions that require transition and a schedule, plan and procedures for SEFE and/or its designee assuming or reassuming responsibility therefore;

- b. identifying any software and hardware that require transition and a schedule, plan and procedure for SEFE and/or designee assuming or reassuming responsibility therefore;
- c. drafting the procedures and timelines for communication and consultation with the staff and employees;
- d. identifying the security tasks necessary or advisable at termination;
- e. documenting existing and planned projects and support activities; and
- f. scheduling and planning for Service Provider's return to SEFE or designee of:
 - i) any SEFE service locations then occupied by Service Provider;
 - ii) any SEFE service location items; and
 - iii) all SEFE Confidential Information in Service Providers possession.
- g. SEFE returning all the Service Provider's Confidential Information in SEFE's possession, if any and if requested by the Service Provider.
- h. Defining exit criteria when the Termination Assistance Services are completed.

4. Timeframes

The Parties shall perform the Termination Assistance Plan in accordance with the timeframes contained therein or as otherwise mutually agreed to by the Parties in writing. Any extension to the Termination Assistance Plan has to be agreed to by the Parties.

5. Termination Assistance Activities

Service descriptions and roles for each component of the Termination Assistance Activities shall be defined in the Termination Assistance Plan. The Service Provider responsibilities shall be performed in accordance with the Termination Assistance Plan.

6. Compensation and Costs

The fees for Termination Assistance Services rendered by the Service Provider shall be as outlined in the relevant Termination Assistance Services Individual Contract in accordance with the rate card(s) fees applicable to such contract.