AGREEMENT FOR THE PROVISION OF SERVICES

Managed Services Agreement

Reference MSA/2026/0417 · Dated 4 August 2026 · Effective 1 September 2026

THE SUPPLIER — "THORNBURY"

Thornbury Managed Services Ltd.
A private company limited by shares
Company no. 10441982
Sixth Floor, Verity House, 8 Wharfside Road, Manchester M15 4TP
Attn: Ruth Kaminski, Client Services Director · contracts@thornburyms.example

THE CLIENT — "BELLHAVEN"

Bellhaven Insurance Group plc
A public limited company
Company no. 03318447
Bellhaven House, 41 Cornhill Row, Edinburgh EH2 4RT
Attn: Marcus Ainsley, Chief Operating Officer · procurement@bellhaven.example

(A) The Supplier is in the business of providing managed infrastructure and application support services and has represented that it has the skill, personnel and resources necessary to provide those services.

(B) The Client wishes to engage the Supplier to provide those services, and the Supplier wishes to provide them, on the terms and subject to the conditions set out in this agreement.

(C) The parties have agreed the scope, service levels and charges recorded in the schedules to this agreement, which form part of it.

It is agreed as follows.

1. Definitions and interpretation

1.1 **"Agreement"** means this document together with its schedules, and any variation to it agreed under clause 13.

1.2 **"Business Day"** means a day other than a Saturday, Sunday or public holiday on which clearing banks are generally open for business in London.

1.3 **"Charges"** means the fees payable by the Client to the Supplier for the Services, as set out in Schedule 2.

1.4 **"Client Data"** means all data, records and information supplied by or on behalf of the Client, or generated for the Client in the course of the Services, in whatever form.

1.5 **"Commencement Date"** means 1 September 2026.

1.6 **"Deliverable"** means any report, configuration, document or other output that the Supplier is required to produce under Schedule 1.

1.7 **"Initial Term"** means the period of twenty-four months from the Commencement Date.

1.8 **"Service Levels"** means the performance standards set out in the final column of the table in Schedule 1.

1.9 **"Services"** means the services described in Schedule 1, as they may be varied from time to time under clause 13.

1.10 **"Service Credit"** means the reduction in Charges applied where a Service Level is not met, calculated in accordance with clause 6.

2. Appointment and term

2.1 The Client appoints the Supplier, and the Supplier accepts the appointment, to provide the Services from the Commencement Date on the terms of this agreement.

2.2 This agreement takes effect on the Commencement Date and continues for the Initial Term unless terminated earlier in accordance with clause 11.

2.3 At the end of the Initial Term this agreement renews automatically for successive periods of twelve months unless either party gives not less than ninety days' written notice before the end of the then-current term.

2.4 The Supplier's appointment is non-exclusive. Nothing in this agreement prevents the Client from procuring similar services from a third party, provided that the Client does not thereby put the Supplier in breach of any third-party licence.

3. Supply of the Services

3.1 The Supplier shall provide the Services with reasonable skill and care, in accordance with the Service Levels and with the standards of a competent supplier in its industry.

3.2 The Supplier shall:

(a) allocate sufficient suitably qualified personnel to the Services and notify the Client of any change to the named individuals identified in Schedule 1;

(b) comply with all applicable laws and with the Client's reasonable site, security and access policies notified to it in writing;

(c) co-operate with the Client's other suppliers to the extent reasonably necessary for the provision of the Services; and

(d) maintain accurate records of the Services performed and make them available to the Client on reasonable notice.

3.3 The Supplier may subcontract any part of the Services with the Client's prior written consent, which shall not be unreasonably withheld. The Supplier remains responsible for the acts and omissions of any subcontractor as if they were its own.

3.4 Time is not of the essence in relation to the Services save in respect of any date expressly stated in Schedule 1 to be a critical milestone.

4. Client obligations

4.1 The Client shall:

(a) provide the Supplier with timely access to its premises, systems, data and personnel as reasonably required for the Services;

(b) appoint a single point of contact with authority to make decisions on the Client's behalf in relation to this agreement;

(c) obtain and maintain all licences and consents necessary for the Supplier to perform the Services; and

(d) respond within five Business Days to any request for approval or information on which the Supplier's performance depends.

4.2 If the Supplier's performance is prevented or delayed by an act or omission of the Client, the Supplier is not liable for any resulting failure to meet a Service Level, and any timetable is extended by a corresponding period.

4.3 The Client is responsible for the accuracy and completeness of the Client Data it supplies and warrants that it is entitled to supply that data to the Supplier for the purposes of this agreement.

5. Charges, invoicing and payment

5.1 In consideration of the Services the Client shall pay the Charges set out in Schedule 2. The Charges are exclusive of value added tax, which is payable in addition at the prevailing rate.

5.2 The Supplier shall invoice the Client monthly in arrears. Each invoice shall identify the period covered, the Services provided and any Service Credit applied.

5.3 The Client shall pay each undisputed invoice within thirty days of the date of the invoice, in cleared funds to the account notified by the Supplier in writing.

5.4 If the Client disputes an invoice in good faith it shall notify the Supplier within ten Business Days of receipt, giving reasons, and shall pay the undisputed part on the due date. The parties shall resolve the dispute under clause 14.

5.5 The Supplier may increase the Charges once in each contract year, on not less than sixty days' written notice, by no more than the percentage increase in the Consumer Prices Index over the preceding twelve months.

5.6 Interest is payable on any undisputed sum paid late at four per cent above the base rate of the Supplier's bank, accruing daily from the due date until payment.

6. Service levels and service credits

6.1 The Supplier shall meet the Service Levels set out in Schedule 1 and shall report performance against them monthly, within five Business Days of the end of each month.

6.2 Where a Service Level is not met in any month, a Service Credit equal to five per cent of the monthly Charges for the affected service applies for each full percentage point of shortfall, subject to an aggregate cap of twenty per cent of the monthly Charges.

6.3 Service Credits are the Client's sole financial remedy for a failure to meet a Service Level, save where the failure amounts to a material breach under clause 11.

6.4 If Service Credits are applied in three consecutive months, the Client may require the Supplier to prepare a written remediation plan within ten Business Days and to implement it at its own cost.

7. Confidentiality

7.1 Each party shall keep confidential all information disclosed by the other that is marked confidential or that a reasonable person would regard as confidential, and shall use it only for the purposes of this agreement.

7.2 The obligation in clause 7.1 does not apply to information that is or becomes public other than by breach of this agreement, that the receiving party already lawfully held without restriction, or that it is required to disclose by law or a competent authority, provided that it gives the disclosing party such notice as is lawful and practicable.

7.3 Each party shall limit disclosure to those of its personnel and professional advisers who need to know for the purposes of this agreement and who are bound by equivalent obligations.

7.4 The obligations in this clause survive termination of this agreement for a period of five years.

8. Data protection

8.1 Each party shall comply with applicable data protection legislation in respect of any personal data processed under this agreement. The parties acknowledge that the Client is the controller and the Supplier is the processor in respect of such data.

8.2 The Supplier shall process personal data only on the Client's documented instructions, shall implement appropriate technical and organisational measures, and shall not transfer personal data outside the United Kingdom without the Client's prior written consent.

8.3 The Supplier shall notify the Client without undue delay, and in any event within twenty-four hours, on becoming aware of any personal data breach, and shall provide reasonable assistance in relation to the Client's obligations to data subjects and regulators.

9. Intellectual property

9.1 Nothing in this agreement transfers ownership of any intellectual property rights existing before the Commencement Date, or created independently of this agreement.

9.2 The Supplier assigns to the Client, with effect from creation, all intellectual property rights in the Deliverables, excluding any pre-existing materials of the Supplier incorporated in them.

9.3 The Supplier grants the Client a perpetual, non-exclusive, royalty-free licence to use any pre-existing materials of the Supplier to the extent necessary to make use of the Deliverables.

10. Liability and insurance

10.1 Neither party excludes or limits its liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.

10.2 Subject to clause 10.1, neither party is liable for loss of profit, loss of business, loss of anticipated savings or any indirect or consequential loss, in each case whether arising in contract, tort or otherwise.

10.3 Subject to clauses 10.1 and 10.2, each party's total aggregate liability arising out of this agreement in any contract year is limited to one hundred and fifty per cent of the Charges paid or payable in that year.

10.4 The Supplier shall maintain professional indemnity insurance of not less than five million pounds for each claim, and public liability insurance of not less than two million pounds, throughout the term and for six years thereafter, and shall provide evidence on request.

11. Termination and exit

11.1 Either party may terminate this agreement immediately by written notice if the other commits a material breach that is incapable of remedy, or that it has failed to remedy within thirty days of written notice requiring it to do so.

11.2 Either party may terminate this agreement immediately by written notice if the other becomes insolvent, has an administrator or receiver appointed, or ceases or threatens to cease to carry on business.

11.3 The Client may terminate this agreement for convenience on not less than ninety days' written notice, subject to payment of the Charges due to the date of termination and any committed third-party costs the Supplier cannot reasonably avoid.

11.4 On expiry or termination for any reason the Supplier shall:

(a) provide exit assistance for up to ninety days on the rates in Schedule 2;

(b) return or, at the Client's option, securely destroy all Client Data and confidential information in its possession, and certify that it has done so; and

(c) transfer to the Client or its nominee all configurations, credentials and documentation necessary for continuity of the Services.

11.5 Termination does not affect any right or remedy that has accrued before termination, nor any provision expressly or by implication intended to survive it.

12. Force majeure

12.1 Neither party is liable for any failure or delay in performing its obligations to the extent caused by an event beyond its reasonable control, provided that it notifies the other promptly and uses reasonable endeavours to mitigate the effect.

12.2 If the event continues for more than sixty consecutive days, either party may terminate this agreement on fourteen days' written notice without liability, save for sums already due.

13. Variation and change control

13.1 No variation of this agreement is effective unless it is in writing and signed by an authorised representative of each party.

13.2 Either party may request a change to the Services by written change request. The Supplier shall respond within ten Business Days with an assessment of the impact on the Charges, the Service Levels and any timetable.

13.3 No change takes effect until the parties have signed a written change note recording it.

14. Dispute resolution and notices

14.1 The parties shall first attempt to resolve any dispute by escalation: within ten Business Days to the parties' named contacts, and thereafter within a further ten Business Days to a director of each party.

14.2 If a dispute is not resolved by escalation, the parties shall attempt to settle it by mediation under the model procedure of an established mediation provider before commencing proceedings. Nothing in this clause prevents either party from seeking urgent interim relief.

14.3 Any notice under this agreement must be in writing and delivered by hand, by recorded delivery post or by email to the address stated on the first page, and is deemed received on delivery, on the second Business Day after posting, or on the next Business Day after sending by email respectively.

14.4 Neither party may assign or transfer any of its rights or obligations without the prior written consent of the other, except to a member of its own group on written notice.

14.5 A person who is not a party to this agreement has no right to enforce any of its terms.

15. Governing law and jurisdiction

15.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter, is governed by and construed in accordance with the laws of England and Wales.

15.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15.3 This agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one instrument. A signature transmitted electronically is as effective as an original.

15.4 This agreement, together with its schedules, constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior drafts, proposals and understandings, whether written or oral.

SCHEDULE 1 — SCHEDULE OF SERVICES

SERVICE	DESCRIPTION AND ACCEPTANCE CRITERIA	FREQUENCY	SERVICE LEVEL
Infrastructure monitoring	24×7 monitoring of the Client's production infrastructure, alert triage, and first-line response. Accepted when the monitoring coverage report shows all in-scope assets instrumented.	Continuous	99.9% monitoring availability
Incident management	Logging, classification, escalation and resolution of incidents through to root-cause analysis for priority 1 and 2 incidents. Accepted on delivery of the monthly incident report.	As arising	P1 response 15 min, resolution 4 h
Patch and release management	Assessment, scheduling and application of security and maintenance patches in accordance with the agreed maintenance window. Accepted on the Client's sign-off of the change record.	Monthly	Critical patches within 72 h
Backup and recovery testing	Operation of the backup schedule and quarterly restoration testing of a representative sample, with a written test report.	Daily backup, quarterly test	RPO 1 h, RTO 4 h
Service reporting and review	Monthly performance report against the Service Levels and a quarterly service review meeting with the Client's named contact.	Monthly and quarterly	Report by 5th Business Day
Capacity and continuity planning	Annual capacity forecast and review of the business continuity plan, with recommendations for the following contract year.	Annual	Delivered within Q1 of each year

Named personnel: Ruth Kaminski (service director), Owen Baptiste (lead engineer), Farah Nazir (service delivery manager). Critical milestones: transition complete by 31 October 2026; first quarterly review by 15 December 2026. Services are provided from the Supplier's Manchester operations centre unless otherwise agreed in writing.

SCHEDULE 2 — FEES AND PAYMENT

ITEM	BASIS	RATE	AMOUNT PER PERIOD
Managed service — core platform	Fixed monthly fee	£14,750 / month	£14,750.00
Committed monthly charge, excluding VAT and time-and-materials items			**£22,910.00**

ITEM	BASIS	RATE	AMOUNT PER PERIOD
Managed service — application support	Per supported application, 9 applications	£640 / application	£5,760.00
Out-of-hours standby	Fixed monthly fee	£2,400 / month	£2,400.00
Additional engineering	Time and materials, on request	£118 / hour	As incurred
Exit assistance	Time and materials, capped at 240 hours	£118 / hour	As incurred
Committed monthly charge, excluding VAT and time-and-materials items			**£22,910.00**

Charges are invoiced monthly in arrears and are payable within thirty days. Travel outside Greater Manchester is chargeable at cost with prior written approval. The rates above are held for the Initial Term subject to clause 5.5. Service Credits are shown as a deduction on the relevant invoice.

Executed by the duly authorised representatives of the parties on the dates written below.

FOR AND ON BEHALF OF THE SUPPLIER

Thornbury Managed Services Ltd.

R. Kaminski

Name **Ruth Kaminski**

Title **Client Services Director**

Date **4 August 2026**

Initials — Thornbury

FOR AND ON BEHALF OF THE CLIENT

Bellhaven Insurance Group plc

M. Ainsley

Name **Marcus Ainsley**

Title **Chief Operating Officer**

Date **4 August 2026**

Initials — Bellhaven