

THIS VARIATION AGREEMENT is dated day of 20[] (the “**Variation**”)

Parties:

- (1) **KOCHO GROUP LIMITED** a company registered in England and Wales with company number 04308824 and whose registered office is Waverley House 4th Floor, 7-12 Noel Street, London, Westminster, England, W1F 8GQ (“**Supplier**”).
- (2) **[CLIENT NAME]** incorporated and registered in England and Wales with company number (xxxxxxx) whose principal place of business is at **[Address]** (“**Client**”), each a “**Party**” and together, the “**Parties**”.

Unless the context otherwise requires or they are otherwise defined herein or it is otherwise specifically stated herein, words and expressions used in this Variation shall have the meanings given to them in the Master Services Agreement located at [Terms](#) (“**Agreement**”).

Background:

- A.** The Parties wish to enter into an agreement for the provision of Services upon the terms set out in the Agreement.
- B.** The Parties wish to make changes to the Agreement as set out in this Variation.
- C.** With effect from the date of this Variation, such changes shall be incorporated into the Agreement.

Section Reference in the Agreement	Old Clause in the Agreement	New Clause as Varied
Interpretation		
Provision of Services		
Responsibilities of Supplier		
Responsibilities of Client		
Project Organisation		
Price and Payment		
Warranties and Service Levels		
Data Protection		
Intellectual Property Rights		
Licences		
Exclusions, Limitations of Liabilities, Warranties and Indemnities		
Change Requests		
Confidentiality		
Term and Termination		

Staff Transfer and Non Solicitation		
Relief Events		
Force Majeure		
Anti-Bribery and Modern Slavery		
Waiver		
Severance		
Entire Agreement and Amendment		
Assignment		
No Partnership or Agency		
Third Party Rights		
Notices		
Dispute Resolution		
Marketing		
Governing Law and Jurisdiction		
Schedule 1 – Professional Services Terms		
Schedule 2 – Managed Services Terms		
Schedule 3 – Supply of Goods		
Schedule 4 - NCE Subscription Services		

All remaining terms and conditions of the Agreement shall remain unchanged.

GOVERNING LAW AND JURISDICTION

This Variation shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

COUNTERPARTS

This Variation may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this document, but all the counterparts shall together constitute the same document.

By signing this document, the Client agrees the Agreement will be varied and this Variation will form part of it from the signature date.



Signed on behalf of **KOCHO GROUP LIMITED** by
[NAME OF DIRECTOR]

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Director

Date:

Signed on behalf of [CLIENT NAME] by [NAME OF
DIRECTOR]

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Director

Date: