

TRANSFER OF UNDERTAKING ADDENDUM

Capitalized terms used herein but not defined herein shall have the meaning set forth in the Agreement.

1. Service Provider shall indemnify and keep indemnified McKinsey and any successor of Service Provider (“**Successor**”) against any Losses incurred by McKinsey or any Successor in connection with or as a result of any failure by Service Provider to fully discharge its obligations under the European Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses (“**Directive**”) and/or an applicable national law implementing the Directive (collectively, “**Relevant Laws**”).
2. The following provisions shall apply only to the extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”) applies.
 - 2.1 In the event of variation or termination of the Agreement or the applicable SOW, or in the event that Service Provider ceases to trade, Service Provider agrees that within fourteen (14) calendar days of a written request from McKinsey it shall provide to McKinsey in writing the following information: for each individual employed, assigned or engaged to provide the Services under the Agreement, the particulars of all terms and conditions of employment, assignment or engagement, applicable at a date not more than 7 days before the information is given. McKinsey shall be entitled to use and/or disclose the foregoing information in confidence in connection with any tendering for any replacement service provider.
 - 2.2 Service Provider shall not agree with, or otherwise promise, any individual employed, assigned or engaged in provision of the Services or trade union, any terms or conditions of employment which are outside the ordinary and normal custom and practice for the industry or relevant trade or which are conditional upon or triggered by the application of the Relevant Laws or are intended to frustrate a re-tendering exercise or deter potential future suppliers from tendering.
 - 2.3 If, after the termination of the Agreement, or any applicable SOW, any member of Service Provider’s team transfers or asserts that they have transferred to McKinsey or a Successor pursuant to the Relevant Laws, but whose name was not provided by Service Provider to McKinsey in accordance to Section 2.1 above:
 - (a) McKinsey or a Successor (as applicable) shall, within fourteen (14) days of becoming aware of any such contract of employment, notify Service Provider in writing;
 - (b) Service Provider may, within fourteen (14) days of receipt of such written notice, offer employment to such person; and
 - (c) if such offer is not accepted by such person within fourteen (14) days after being made or if such offer is not made by Service Provider in accordance with sub-paragraph (b) above, then McKinsey or a Successor may terminate such person’s employment by giving lawful notice.
 - 2.4 If McKinsey or a Successor terminates an individual's employment as provided for in subparagraph 2.3 above, Service Provider shall indemnify McKinsey and/or the Successor against any all Losses arising out of the employment of any such person and/or the termination of employment of such person.