

Appendix A: T&C

PURCHASE ORDER TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions the following words and expressions shall have the following meanings ascribed to them:-

"Affiliate" means, in relation to any Party, an entity which is the ultimate holding company or parent undertaking of that party or a subsidiary undertaking of such holding company or parent undertaking and for the purposes of such definition "parent undertaking" and "subsidiary undertaking" shall have the meanings ascribed to them in Section 1162(2) of the Companies Act 2006 as amended provided always that: (i) for the purposes of determining if an entity is a subsidiary undertaking within Section 1162(2), the existence of any security over any shares in an entity which would otherwise be a subsidiary undertaking shall be ignored; and (ii) with regard to the Company, its affiliates shall be deemed to include ScottishPower Renewables (UK) Limited (Company Number NI028425), Shell New Energies Holding Limited (Company Number 13147748) and the JV Co and each of their respective affiliates (as hereinbefore defined)

"Applicable Law" means all applicable law, statute, bye law, regulation, order, regulatory policy, compulsory guidance, industry code of practice (voluntary or otherwise), rule of court or directives, delegated or subordinate legislation in any applicable jurisdiction or any applicable regulatory requirement relevant to a Party in connection with this Contract

"Business Day" means any day other than a Saturday, Sunday or bank or other public holiday in Scotland and/or England

"Charges" means the total fee specified in the Order Form or, if not specified, the cost of the Goods and/or the Services as calculated in accordance with the unit price specified in the Order Form

"Commencement Date" has the meaning given to it in Clause 2.2

"Company" means the company named as such in the Order Form

"Company Materials" has the meaning given to it in Clause 6.3.7

"Conditions" means the terms and conditions set out in this document, and which are appended to the Order Form, as may be amended from time to time in accordance with Clause 20.9

"Confidential Information" has the meaning given to it in Clause 12

"Contract" means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with the Order Form and these Conditions

"Data Protection Legislation" means all applicable laws, statutes, bye-laws, regulations, orders, regulatory policies, guidance or industry codes and/or rules of court relating to the processing of personal data and/or privacy including (to the extent the UK GDPR applies), the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data and (to the extent the EU GDPR applies), the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data (including (a) the Data Protection Act 2018, (b) the UK GDPR and/or Regulation (EU) 2016/679 (the "EU GDPR") (as applicable), (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (d) any data protection and privacy laws enacted in replacement of (a) to (c) (in each case as amended, updated or re-enacted from time to time)), and all applicable guidance and codes of practice issued by the Information Commissioner's Office and/or any other relevant Regulatory Body from time to time

"Deliverables" means 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 or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)

"Delivery" means the actual delivery and (where required by the Goods Specification) unloading, assembly, installation, commissioning and/or testing of the Goods or the provision of the Services by or on behalf of the Supplier in accordance with the Services Specification and the words **"Deliver"** and **"Delivered"** shall be construed accordingly

"Delivery Location" means the address stated in the Order Form for Delivery or whatever place the Company reasonably requires Delivery to be made to as notified to the Supplier in writing prior to Delivery

"Designated Person" means a person that is listed on the European Union's **"Consolidated list of persons, groups and entities"** subject to EU financial sanctions, the **"Consolidated List of Financial Sanctions Targets"** issued by His Majesty's Treasury of the United Kingdom, or the **"Specially Designated Nationals and Blocked Persons"** list issued by Office of Foreign Assets Controls of the US Department of the Treasury or any similar list issued or maintained or made public by any of the Sanctions Authorities

"Designated Jurisdiction" means countries or states that are subject to comprehensive economic or trade sanctions, restrictions or embargoes (which the Sanctions Authorities may amend from time to time)

"Force Majeure Event" means any event, occurring after the date the Contract comes into existence, which affects the performance by a Party of its obligations and which arises from the following acts, events, omissions, happenings or non-happenings: (i) riots, wars, armed conflicts, blockades, or acts of sabotage; (ii) threats or acts of terrorism; (iii) radioactive contamination; (iv) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes, or other natural physical disasters; (v) epidemics; (vi) maritime or aviation disasters; (vii) strikes or labour disputes at a national or regional level which materially impair the ability of the affected party to perform its obligations; (viii) acts of government, local government or Regulatory Bodies, government sanctions, embargoes, mandates, or laws, that prevent performance; (ix) inability of a Party to obtain licences, permits, or governmental consents required for performance, but which shall not include: (i) lack of funds; (ii) foreseeable adverse weather or other similar conditions; (iii) strike or labour disputes between the Supplier and any Supplier personnel (or between any sub-contractor of the Supplier and any such sub-contractor's personnel) (and whether or not such strikes or labour disputes involve official or unofficial action); (iv) any failure in the Supplier's supply chain; (v) any changes in Applicable Law; and/or (vi) any event or circumstance which is within the control of the affected Party

"Good Industry Practice" means the exercise of that degree of skill, care, prudence, diligence, efficiency, foresight and timeliness as would be expected from a leading supplier of goods and/or services which are the same as or similar to the Goods and/or Services

"Goods" means the goods (or any part of them) set out in the Order Form

"Goods Specification" means any specification for the Goods, including any related plans and drawings, as detailed in the Order Form

"Information Security Requirements" means those information security requirements set out in Schedule 1 to these Conditions

"Intellectual Property" means: (a) copyright (including moral rights) and neighbouring rights, rights in data and databases, patents and rights in inventions, design rights, semi-conductor topography rights, trade marks, service marks, rights in internet domain names and website addresses, goodwill and rights to sue for passing off or unfair competition and other rights in trade names, designs, know-how, trade secrets and other rights in Company Confidential Information or Supplier Confidential Information (as applicable) whether registered or not; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) above that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction

"JV Co" means MarramWind Limited (Company Number SC719634)

"Off-Payroll Working Rules" has the meaning given to it in Clause 3.1.11

"Order Form" means the Company's order form detailing its order for the Goods and/or Services, to which these Conditions are appended

"Parties" means together the Company and the Supplier and **"Party"** shall be construed accordingly

"Permitted Disclosees" has the meaning given to it in Clause 12.2

"Personal Data" has the meaning given to it in the Data Protection Legislation

"Processing" has the meaning given to it in the Data Protection Legislation

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence any of the matters dealt with in this Contract or any other affairs of the Company

and/or its Affiliates (including The Office of Gas and Electricity Markets Authority) and "**Regulatory Body**" shall be construed accordingly

"**Replacement Services**" means any services which are identical or substantially similar to any of the Services and which the Company receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Company internally or by any Replacement Supplier

"**Replacement Supplier**" means any third party supplier of the Replacement Services appointed by the Company from time to time

"**Sanctions Laws**" means any financial or trade sanctions implemented, administered, or enforced by the United Nations, the United States government, the European Union, the United Kingdom or the respective governmental institutions and agencies of any of the foregoing or any other institution or agency that implements, administers, or enforces applicable sanctions laws, together the "**Sanctions Authorities**"

"**Services**" means the services, including the provision of any Deliverables, to be performed by the Supplier under the Contract in accordance with the Services Specification

"**Services IPR**" has the meaning given to it in Clause 10.2

"**Services Specification**" means any description or specification for the Services, as detailed in the Order Form

"**Supplier**" means the person or firm specified in the Order Form from whom the Company purchases the Goods and/or Services

"**Supplier Personnel**" means all employees, agents, consultants, contractors and sub-contractors of (i) the Supplier, (ii) the Supplier's authorised Affiliates and/or (iii) any of the Supplier's authorised sub-contractors, in each case that are engaged at any time or from time to time in connection with the supply of the Goods and/or the provision of the Services

"**Supplier's Background IPR**" means the Intellectual Property which on or before the Commencement Date are in the control of the Supplier, or which after the Commencement Date are generated by the Supplier outside of the scope of this Contract

"**UK GDPR**" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

"**Warranty Period**" means a period of twelve (12) months commencing on the later of: (i) the completion of the Delivery of the relevant Goods in accordance with the Contract; and (ii) the Company's acceptance of the Goods (in accordance with Clause 4.5)

"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

1.2 Interpretation

In these Conditions, unless the context otherwise requires:-

- 1.2.1 a reference in these Conditions to a Clause or Schedule is to that Clause in or Schedule to these Conditions and a reference in a Schedule to a paragraph is to that paragraph of that Schedule;
- 1.2.2 the headings are included for convenience only and shall not affect the interpretation of these Conditions;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 a gender includes any other gender;
- 1.2.5 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 1.2.6 references to "**include**" or "**including**" (or any equivalent expression) are to be construed without limitation to the generality of the preceding words;
- 1.2.7 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and

1.2.8 a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, redrafts and/or substitutes thereto.

2. **BASIS OF CONTRACT**

2.1 The Order Form constitutes an offer by the Company to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order Form shall be deemed to be accepted on the earlier of:-

2.2.1 the Supplier issuing a written acceptance of, or signing and returning to the Company, the Order Form; or

2.2.2 the Supplier doing any act consistent with fulfilling the Order Form,

at which point and on which date the Contract shall come into existence (the "**Commencement Date**").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier has sought or seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and supersede all prior agreements and arrangements between the Parties for the Goods and/or Services.

2.4 All of these Conditions shall apply to the supply of both Goods and/or Services except where the application to one or the other is specified.

3. **GENERAL SUPPLIER WARRANTIES AND UNDERTAKINGS**

3.1 The Supplier warrants and undertakes to the Company that it:-

3.1.1 has the right, power, capacity, skills, experience and authority to enter into the Contract and to supply the Goods and/or perform the Services;

3.1.2 shall use personnel who are suitably skilled and experienced, and in sufficient number, to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

3.1.3 shall supply the Goods and/or perform the Services in accordance with Good Industry Practice and in compliance with Applicable Law and with the terms of any consent or other documents or agreements provided to the Supplier by the Company;

3.1.4 shall supply the Goods and/or Services in a timely and professional manner in accordance with timeframes specifically agreed with the Company in the Order Form or as otherwise notified by the Company to the Supplier from time to time;

3.1.5 shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract (including any applicable British or European standards and/or codes of practice);

3.1.6 shall not do or omit doing anything which may cause the Company and/or any Affiliate to lose any licence, authority consent or permission upon which relies for the purpose of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Goods and/or Services;

3.1.7 shall use the best available quality goods, materials, standards and techniques, and ensure that the Goods, Deliverables and all materials supplied and used in the Services or transferred to the Company shall be free from defects in workmanship, installation and design;

3.1.8 if requested, rectify any errors, omissions or discrepancies of the Supplier in supplying the Goods and/or providing the Services with all reasonable speed and diligence at the Supplier's expense;

3.1.9 shall observe fair employment practices and policies in relation to any staff that are engaged in the supply of Goods and/or provision of Services;

3.1.10 shall ensure that all of the Supplier Personnel that are, or will be, made available to the Company under this Contract are engaged as employees on a Pay-As-You-Earn (PAYE) basis, either directly by the Supplier, or by an umbrella company engaged by the Supplier and properly accredited by the FCSA (Freelancer & Contractor Services Association); and

- 3.1.11 shall ensure that at all times throughout the duration of this Contract, none of the Supplier Personnel that are made available to the Company under this Contract will provide their services and/or work through an intermediary (as defined in the off-payroll working rules contained in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("**Off-Payroll Working Rules**")) in such a manner that Off-Payroll Working Rules could apply to the engagement of such Supplier Personnel.
- 3.2 During the term of this Contract and following its expiry or termination, the Supplier will promptly notify the Company in writing if the Supplier becomes aware that, or reasonably suspects that, any breach of its obligations in Clauses 3.1.10 and/or 3.1.11 has occurred.
- 3.3 If the Company receives a notice pursuant to Clause 3.2, or reasonably suspects that the Supplier has breached any of its obligations in Clauses 3.1.10 and/or 3.1.11 the Company may (in its sole discretion):-
- 3.3.1 withhold any monies due to the Supplier under the Contract; and/or
- 3.3.2 instruct the Supplier to immediately remove any of the Supplier Personnel who are performing and completing services and/or work in breach of the Supplier's warranty in Clauses 3.1.10 and/or 3.1.11 and, if requested by the Company, to replace such worker with another worker who is engaged as an employee on a Pay-As-You-Earn (PAYE) basis; or
- 3.3.3 exercise both options set out in Clauses 3.3.1 and 3.3.2.
- 4. SUPPLY OF GOODS**
- 4.1 The Supplier warrants and undertakes to the Company that Goods supplied shall:-
- 4.1.1 conform with all descriptions and specifications set out in the Goods Specification;
- 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), generally fit for purpose and specifically fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement; and
- 4.1.3 comply with all Applicable Law including those relating to the manufacture, labelling, packaging, storage, handling and Delivery of the Goods.
- 4.2 The Company shall have the right to inspect and test the Goods at any time before Delivery and the Company and its representatives shall have reasonable access to the Supplier's facilities and those of its sub-contractor to carry out any monitoring activity they consider necessary in order to ensure the timely Delivery of the Goods.
- 4.3 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's warranties and undertakings given in Clauses 3.1 and/or 4.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. The Company shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4.5 The Company shall be entitled to inspect Goods Delivered and shall either, within thirty (30) Business Days of Delivery:-
- 4.5.1 reject Goods which do not comply with the Contract; or
- 4.5.2 subject to Clause 4.6, accept Goods which do comply with the Contract.
- 4.6 Notwithstanding Clause 4.5.2, the Company shall have the right to later reject Goods that have been accepted within a reasonable time after any latent defect in the Goods has been discovered by the Company.
- 5. DELIVERY AND PACKAGING OF GOODS**
- 5.1 The Supplier shall ensure that:-
- 5.1.1 the Goods are properly packed and secured in accordance with Good Industry Practice and in such manner as to enable them to reach their destination in good condition and the Supplier shall be responsible for any damage resulting from defective or inappropriate packaging;

- 5.1.2 all Goods supplied by it are suitably and sufficiently marked, endorsed and labelled with information and advice necessary to instruct and warn all persons who may have access to the Goods about any hazards to health and/or safety reasonably foreseeable as arising from dispatching, receiving, handling, using or possessing the Goods and also about the necessary precautions to be taken in respect thereof, provided however that it shall be reasonably practicable to mark, endorse or label the Goods accordingly and the Supplier shall instruct and advise such persons by an accompanying note at the time of dispatch;
- 5.1.3 each Delivery of the Goods is accompanied by a delivery note which shows the date of the Order Form, the Order Form number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.1.4 if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note, and any such packaging material shall be returned to the Supplier at the cost of the Supplier. The Company accepts no liability for pallets, containers, cases, drums or any other form of packaging material used by the Supplier in supplying the Goods.
- 5.2 The Supplier shall deliver the Goods:-
- 5.2.1 on the date specified in the Order Form, or, if no such date is specified, within thirty (30) days of the date of the Order Form;
- 5.2.2 to the Delivery Location;
- 5.2.3 during the Company's normal business hours, or as instructed by the Company; and
- 5.2.4 in accordance with any delivery procedures outlined in the Goods Specification.
- 5.3 Subject to Clause 5.6, Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 5.4 The Supplier shall, at its own expense, repair or replace (at the Company's option) Goods lost or damaged in transit and until such repair or replacement is complete, Delivery shall be deemed not to have taken place.
- 5.5 If any Goods or part thereof cannot be delivered by the Supplier in accordance with the Contract for any reason after they are ready for Delivery to the Delivery Location, the Supplier shall store the relevant Goods in accordance with Good Industry Practice until they can be delivered and any storage expenses incurred by the Supplier shall be the responsibility of the Supplier.
- 5.6 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately but shall be treated as a single contract to which these Conditions shall apply and shall not be severable. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in Clause 7.
- 5.7 Title in the Goods shall pass to the Company on the earlier of: (i) payment for the Goods; and (ii) completion of Delivery in accordance with the Contract. Risk in the Goods shall pass to the Company on completion of Delivery in accordance with the Contract.
- 5.8 The Supplier shall observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises.
6. **SUPPLY OF SERVICES**
- 6.1 The Supplier shall, from the Commencement Date and for the duration of the Contract, perform the Services in accordance with the Contract.
- 6.2 The Supplier shall complete the Services on or prior to the date for completion of the Services (or part thereof) specified in the Order Form, or as otherwise notified by the Company to the Supplier.
- 6.3 In performing the Services, the Supplier warrants and undertakes that it shall:-
- 6.3.1 co-operate with the Company in all matters relating to the Services and comply with all instructions of the Company;
- 6.3.2 perform the Services in accordance with Good Industry Practice and the Contract;

- 6.3.3 ensure that the Services and Deliverables conform with the Services Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
- 6.3.4 ensure that the Services and Deliverables are free from any defect or deficiency;
- 6.3.5 provide all equipment, tools and vehicles and such other items as are required to perform the Services;
- 6.3.6 observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises; and
- 6.3.7 hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier (the "**Company Materials**") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation.
- 6.4 The Supplier's obligations or liabilities under the Contract shall not be negated or diminished by any approval, inspection, test or omission to approve, inspect or test, by the Company or on the Company's behalf.
- 7. **COMPANY REMEDIES**
- 7.1 If the Supplier fails to perform the Services and/or deliver the Goods in accordance with the Contract, the Company shall, without limiting its other rights or remedies, have the following rights:-
 - 7.1.1 require Supplier to prepare a remediation plan and remedy the defects as soon as possible;
 - 7.1.2 terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.1.3 refuse to accept any subsequent performance of the Services and/or Delivery of the Goods which the Supplier attempts to make;
 - 7.1.4 to recover from the Supplier any costs incurred by the Company in obtaining substitute services and/or goods from a third party; and/or
 - 7.1.5 where the Company has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier.
- 7.2 Notwithstanding the provisions of Clause 7.1, if the Supplier has delivered Goods that do not comply with the warranties and undertakings set out in Clauses 3.1.7 and/or 4.1 then, without limiting any of its other rights or remedies, the Company shall have the right to one or more of the following remedies which are discovered by the Company during the Warranty Period:-
 - 7.2.1 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 7.2.2 terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.2.3 require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the proportion of the Charges attributable to the rejected Goods (if paid);
 - 7.2.4 refuse to accept any subsequent Delivery of the Goods which the Supplier attempts to make;
 - 7.2.5 recover from the Supplier any costs incurred by the Company in obtaining substitute goods from a third party; and
 - 7.2.6 claim damages for any other costs, loss or expenses incurred by the Company arising from the Supplier's failure to supply Goods in accordance with Clauses 3.1.7 and/or 4.1.
- 7.3 The conditions in this Clause 7 shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 7.4 The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

8. COMPANY'S OBLIGATIONS

8.1 The Company shall:-

8.1.1 provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of performing the Services; and

8.1.2 provide such information to the Supplier as the Supplier may reasonably request for the provision of the Services and the Company considers reasonably necessary for the purpose of performing the Services.

9. COSTS AND PAYMENT

9.1 Unless otherwise agreed in writing by the Company, the Charges shall be:-

9.1.1 inclusive of the costs of packaging, insurance and carriage of the Goods; and

9.1.2 the full and exclusion remuneration of the Supplier in respect of the performance of the Contract (and shall include costs and expenses of the Supplier directly or indirectly incurred in connection with the same); and

9.1.3 inclusive of all taxes (including value added tax or other applicable sales tax in the jurisdiction in which the Supplier is resident), customs, import or other duties and other public dues charged in respect of the sale and importation of the Goods into the jurisdiction in which the Company is resident or where the Delivery Location is located, and the costs of package, supply, insurance, carriage, freight, delivery and installation of the Goods, unless expressly agreed otherwise in writing by the Company. For the avoidance of doubt, this will include any tariffs which are imposed in relation to the Goods entering the United Kingdom or any part of the United Kingdom.

9.2 In respect of the Goods, the Supplier shall invoice the Company on or at any time after completion of Delivery. In respect of the Services, the Supplier shall invoice the Company on completion of the Services. Each invoice shall include VAT as a separate line item and such supporting information required by the Company to verify the accuracy of the invoice, including the relevant Order Form number. Each invoice and supporting documentation shall be sent to the Company at the address detailed above.

9.3 In consideration of the supply of the Goods and/or the Services by the Supplier, the Company shall pay undisputed invoiced amounts to the Supplier within thirty (30) days of its receipt of a correctly rendered invoice.

9.4 If the Company disputes an invoice in good faith, the Company may withhold payment of any disputed part of the invoice and pay only the undisputed part. The Parties shall act reasonably and in good faith to resolve the Company's dispute.

9.5 If the Company fails to pay any undisputed amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of The Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

9.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in performing the Services. The Supplier shall allow the Company to inspect such records at all reasonable times on request.

9.7 The Company may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier under the Contract or any other contract between the Supplier and the Company against any amount payable by the Company to the Supplier under the Contract.

9.8 The Supplier acknowledges and agrees that, notwithstanding any other term of the Contract:-

9.8.1 the Company shall be entitled to make all payments to the Supplier via the Bankers Automated Clearing Services ("BACS") system and the Supplier shall provide the Company with details of the Supplier's bank, account name, account number and sort code on the Supplier's official headed notepaper and signed by a duly authorised signatory of the Supplier; and

9.8.2 the Company shall be entitled to delay or withhold any such payment to the Supplier until the Company has received from the Supplier the details specified in Clause 9.8.1.

10. **TITLE AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Supplier warrants and undertakes that, immediately prior to title in the relevant Goods and in any goods transferring to the Company as part of the Services (including the Deliverables), such items so Delivered are the absolute and unencumbered property of the Supplier and are not subject to any encumbrance, lien, charge and/or other third party rights of any nature (including any Intellectual Property rights).
- 10.2 The Supplier further warrants that the Services (and any Deliverables), the receipt, use or supply of the Services (and any Deliverables) and/or any Intellectual Property created or arising in the course of performing the Services ("**Services IPR**") do not and shall not infringe any Intellectual Property or right of privacy or any other right (of whatsoever nature) of any third party.
- 10.3 Subject to Clause 10.7, the Supplier assigns to the Company, with full title guarantee and free from all third party rights, all its right, title and interest in and to the Services IPR.
- 10.4 The Supplier hereby waives to the extent that it may do so, and shall ensure that any third party authors (including the Supplier's employees and any sub-contractors and their employees) have waived fully, any and all moral rights (under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction) in relation to any works or items (including the Services IPR and any Deliverables) developed, written, prepared or produced by the Supplier in the course of performing the Services.
- 10.5 The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property assigned to the Company in accordance with Clause 10.3.
- 10.6 All Company Materials are the exclusive property of the Company.
- 10.7 All rights, title and interest in and to the Supplier's Background IPR shall, as between the Parties, remain vested in the Supplier, unless otherwise agreed by the Parties in the Order Form or otherwise.
- 10.8 The Supplier grants to the Company an irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to transfer, assign or grant sub-licences, to use, make, sell, operate, possess, import, export, copy, distribute, modify, create derivative works of, improve, repair and maintain the Supplier's Background IPR. The Supplier warrants that the sale, license, use or distribution by the Company (or its sublicensees or assigns) of the Supplier's Background IPR will not infringe or misappropriate the intellectual property rights of any third party.
- 10.9 Notwithstanding the generality of the foregoing, where the scope of the Services is the acquisition by the Company of licences for software use and related services, the Company shall be granted perpetual, irrevocable and sublicensable licences for its internal use with its Affiliates and subcontractors.

11. **INDEMNITY AND INSURANCE**

- 11.1 The Supplier shall keep the Company and its Affiliates indemnified in full (and on demand) against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with:-
- 11.1.1 any breach by the Supplier or its Permitted Disclosees of its obligations under and/or pursuant to Clause 12 and/or the disclosure or unauthorised use of the Company's Confidential Information;
- 11.1.2 any breach of any warranty or condition given by the Supplier in relation to the Goods and/or Services, whether written or implied;
- 11.1.3 any claim made against the Company by a third party for death or personal injury arising out of, or in connection with, the supply of Goods and/or the Services;
- 11.1.4 any claim brought against the Company for actual or alleged infringement of a third party's Intellectual Property arising out of, or in connection with, the manufacture, supply or use of the Goods or the receipt, use or supply of the Services (including the Services IPR, the Deliverables and Supplier's Background IPR); and
- 11.1.5 any breach by the Supplier of Clause 10.
- 11.2 Notwithstanding any other provision of this Contract, the Supplier shall free, relieve and indemnify the Company and its Affiliates against all liability for tax (including PAYE) and employer and employee national insurance contributions, and, where applicable, apprenticeship levy, together with all interest, penalties, fines and costs incurred by the Company (including all reasonable legal expenses on an indemnity basis) in the event that HMRC successfully

establishes, including where it is so established after the termination of this Contract, that the Company's engagement with any of the Supplier Personnel pursuant to this Contract constituted deemed employment for the purpose of the Off-Payroll Working Rules.

- 11.3 For the duration of the Contract and six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company:-
 - 11.3.1 employer's liability insurance (complying with all relevant legislation), public liability insurance and product liability insurance to cover the liabilities that may arise under or in connection with the Contract; and
 - 11.3.2 where the Supplier is providing advice, design, skills or knowledge in a professional capacity then, the Supplier shall also maintain in force, with a reputable insurance company, professional indemnity insurance with a limit of indemnity of not less than £1,000,000 (one million pounds) in respect of any one occurrence or series of occurrences arising out of any one event.
- 11.4 On the Company's request, the Supplier shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance required under Clause 11.3.
- 11.5 This Clause 11 shall survive termination of the Contract.

12. **CONFIDENTIALITY**

- 12.1 Each Party undertakes to maintain in the strictest confidence:-
 - 12.1.1 all information obtained from the other Party and/or any of its Affiliates or third parties (whether verbally or in writing and in any format) regarding this Contract, the performance of this Contract and/or any other activity of the other Party and/or any of its Affiliates (including any request for a bid or proposal issued by the Company to the Supplier, any bid or proposal submitted by the Supplier to the Company, the Contract and any other information relating to the other Party's and/or any of its Affiliates' respective customers, personnel, contractors, business and/or activities); and
 - 12.1.2 all information created, developed or formulated from any of the information referred to in Clause 12.1.1, together, the "**Confidential Information**".
- 12.2 Neither Party shall: (i) use the other Party's Confidential Information for any purposes other than as required to perform its obligations or exercise its rights under the Contract; and (ii) disclose Confidential Information to any other person without the other Party's prior written consent except to its shareholders, administrators, personnel, assignees, subcontractors (including, in the case of the Company, any Replacement Supplier) or professional advisers ("**Permitted Disclosees**") who are aware of the confidential nature of the Confidential Information, need to know the same and are bound by substantially similar contractual obligations of confidentiality.
- 12.3 The following will not be considered Confidential Information:-
 - 12.3.1 if it is in the public domain on the disclosure date by the disclosing Party or later becomes so without any non-compliance with this Clause 12.3 on the part of the receiving Party;
 - 12.3.2 if it is known to or is legally in the possession of the receiving Party, without any restriction or obligation of confidentiality regarding it, before the disclosure date by the disclosing Party;
 - 12.3.3 if it is legitimately obtained from a third party not subject to obligations of confidentiality; and
 - 12.3.4 if it is developed independently by the receiving Party without using the other Party's Confidential Information.
- 12.4 Should a Party be legally required to disclose any of the other Party's Confidential Information by any competent judicial or administrative authority (including oral questions, interrogations, requests for Confidential Information or documents, civil, administrative or criminal investigations or similar proceedings), it shall immediately communicate such requirement and the relevant information to the other Party in writing, such that the other Party may initiate relevant actions aimed at preventing, whenever legally possible, the disclosure of such Confidential Information and the breach of the terms of this Clause 12.
- 12.5 Each Party agrees (i) that the Confidential Information of the other Party to which it and/or its Permitted Disclosees has access will be protected with adequate security measures to prevent the Confidential Information from being disclosed to third parties, including, in accordance with the provisions of Information Security Requirements (if any); and (ii) that it shall have and shall ensure that its Permitted Disclosees exercise the degree of care and take the actions necessary to comply with the confidentiality obligations imposed under this Clause 12.

12.6 The confidentiality obligations described in this Clause 12 shall remain in force until two (2) years have passed since the termination or expiry of the Contract.

12.7 Each Party shall be liable for any breach of the confidentiality obligations set forth in this Contract by any of its Permitted Disclosees who have had access to the other Party's Confidential Information.

13. **SUSPENSION AND TERMINATION**

Suspension by Company

13.1 In the event that: (i) the Company is entitled to terminate the Contract in accordance with its terms (except under Clause 13.3); or (ii) the Company wishes to do so for convenience, the Company may (at its sole option and without prejudice to its other rights under Clause 13, which shall subsist during any period of suspension) suspend the Supplier's performance of all or any part of the supply of Goods and/or Services for such period as the Company may consider appropriate on notice to the Supplier, with immediate effect. The Company shall not be obliged to pay the Charges and/or any other costs, fees, charges or other amounts to the Supplier during the period of suspension.

Termination by Company

13.2 Without limiting its other rights or remedies, the Company shall have the right to terminate the Contract with immediate effect by giving written notice to the Supplier if:-

13.2.1 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of notice in writing of the breach;

13.2.2 the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

13.2.3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) if these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

13.2.4 where the Supplier is a company, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

13.2.5 where the Supplier is an individual, the Supplier is the subject of a bankruptcy petition or order;

13.2.6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

13.2.7 where the Supplier is a company, an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;

13.2.8 where the Supplier is a company, a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;

13.2.9 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;

13.2.10 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.2.2 to Clause 13.2.9 (inclusive) including where the Supplier is an unincorporated joint venture, consortium, or similar entity, such event occurs in respect of one of its members;

13.2.11 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

13.2.12 the Supplier fails to comply with Clause 16 (*Prevention of Corruption*), Clause 17 (*Supplier Corporate Social Responsibility*) or Clause 18 (*Prevention of Modern Slavery*) or is otherwise in breach of any Applicable Law.

13.3 Without limiting its other rights or remedies, the Company may terminate the Contract (or any part thereof) by giving the Supplier thirty (30) days' written notice, in which case the Company shall pay the Supplier only the Charges accrued as at the effective date of termination of the Contract.

13.4 In any of the circumstances in these Conditions in which the Company may terminate the Contract, where both Goods and Services are supplied, the Company may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

13.5 The Supplier may terminate the Contract if the Company fails to pay any undisputed sum which is properly rendered and due under this Contract for a period of sixty (60) days following the due date for payment, and such sum remains unpaid for a further fourteen (14) days following the Supplier's written notice of non-payment.

14. **CONSEQUENCES OF TERMINATION**

14.1 On termination of the Contract or any part of it for any reason:-

14.1.1 where the Services are terminated, the Supplier shall immediately deliver to the Company all Deliverables, whether or not then complete, and return all Company Materials, and if the Supplier fails to do so then the Company may enter the Supplier's premises and take possession of them, and until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

14.1.2 the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

14.1.3 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.2 The Parties do not intend that expiry or termination of this Contract shall give rise to a relevant transfer pursuant to TUPE. In the event that any person employed or engaged by the Supplier (or the Supplier's sub-contractors or agents) claims that his or her contract of employment has transferred to the Company or any of its Affiliates (or any Replacement Supplier) pursuant to TUPE (or any legislation in any jurisdiction having similar or equivalent effect to TUPE) on termination or expiry of this Contract (or at any other time), the Supplier shall indemnify and keep the Company or its relevant Affiliate and any Replacement Supplier fully indemnified on demand against all and any claims, actions, demands or proceedings brought against the Company, its relevant Affiliate or any Replacement Supplier by any such persons and all and any losses, liabilities, damages, costs, charges and expenses suffered or incurred by the Company, the relevant Affiliate or any Replacement Supplier in connection with the employment and/or termination of employment of such persons, whether arising before, on or after termination or expiry of this Contract.

14.3 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clause 14.2 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier in its own right.

14.4 Notwithstanding the Parties' intention that expiry or termination of this Contract shall not give rise to a relevant transfer pursuant to TUPE, in the event that TUPE does apply:-

14.4.1 the Supplier agrees that when requested by Company or any Replacement Supplier, within seven (7) days of the request, it will provide to the Replacement Supplier or Company any details of contractor personnel that Company or the Replacement Supplier may require. The Supplier guarantees that any information supplied to Company or the Replacement Supplier under this provision or otherwise, for the purpose of enabling the Replacement Supplier to prepare a bid for the provision of replacement services or for the actual provision of new services, shall be accurate in every material respect;

14.4.2 the Supplier guarantees that it will at all times comply with TUPE, if they apply to any of the arrangements envisaged by the Contract, including its termination; and

14.4.3 the Supplier warrants that it will not during the last twelve (12) months of the term of the Contract, or during any period of notice of termination, and as far as it applies to Supplier personnel related to the transfer to which TUPE applies, change the identity of any Supplier personnel or change all or any of their terms and conditions of employment without the prior written consent of the Company, not to be unreasonably withheld.

15. **FORCE MAJEURE**

15.1 Neither Party shall be liable to the other for any total or partial failure, including interruption or delay, in the performance of its respective duties or obligations under this Contract if such failure arises from or is attributable to a Force Majeure Event. Each Party shall notify the other if it becomes aware that a Force Majeure Event will, or is

likely to, affect the performance of its obligations. As soon as practicable following such notification, the Parties shall consult with each other in good faith and the Party affected by the Force Majeure Event shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. The Company shall be entitled to terminate this Contract (without the Company having any liability to the Supplier) with immediate effect by notice to the Supplier in the event that a Force Majeure Event affects the Supplier's performance of all or any significant part of its obligations under this Contract for a period of thirty (30) consecutive days or more. A Party shall not be entitled to rely on this Clause 15 if it does not comply with the requirements contained herein, or if the relevant event and the non-performance could have been prevented by reasonable precautions (which for these purposes shall include compliance with the affected Party's disaster recovery/business continuity plans, or, if of a higher standard, disaster recovery/business continuity plans consistent with Good Industry Practice or circumvented by workarounds).

16. PREVENTION OF CORRUPTION

16.1 The Parties agree that:-

16.1.1 each Party shall comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");

16.1.2 each Party shall have and shall maintain in place throughout the term of this Contract, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including adequate procedures under the Bribery Act 2010; and

16.1.3 without prejudice to Clause 16.1.1, the Supplier:-

(a) shall not offer or agree to give any person working for or engaged by the Company or any of its Affiliates any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between the Supplier and the Company or any of its Affiliates; and

(b) has not made, offered, authorised or accepted, and will not make, offer, authorise or accept any payment, gift, promise or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise or other advantage would comprise a facilitation payment or violate the Relevant Requirements or any other Applicable Law; and

(c) shall immediately notify the Company if it receives or becomes aware of any matter that is prohibited by this Clause 16.1.3.

16.2 For the purpose of this Clause 16, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

17. SUPPLIER CORPORATE SOCIAL RESPONSIBILITY

17.1 The Supplier must ensure that the following measures are followed within its organisation in the performance of its obligations under this Contract:-

17.1.1 promote good practices, which foster and promote respect for human rights;

17.1.2 avoid complicity, in any form, in human rights abuses;

17.1.3 respect the freedom to join unions or the right of workers to engage in collective bargaining, subject to legal requirements existing under the law governing this Contract;

17.1.4 without prejudice to Clause 18, eliminate all types or sorts of forced and compulsory labour, understood to be all types of work or service demanded from an individual under the threat of any sort of punishment - work should be obtained from the individual freely and voluntarily;

17.1.5 avoid any type of child labour in its organisation, respecting minimum contracting ages in accordance with Applicable Law, and possess suitable and reliable means for the verification of employees' age;

17.1.6 eliminate all discriminatory practices with respect to employment and occupation - to this effect, any distinction, exclusion or preference based on race, colour, gender, religion, political opinion, national or social origin, whose consequence is the nullifying or altering of equality with respect to opportunities or work in one's employment and occupation shall be considered to constitute discrimination;

- 17.1.7 maintain a preventative focus in the face of environmental issues to achieve sustainable development, limiting activities which may negatively impact the environment; and
- 17.1.8 without prejudice to the provisions of Clause 16, combat corruption in all of its forms, including extortion and bribery - to this effect, corruption will be understood to be the abuse of power with which one has been entrusted for private gain.
- 17.2 In accordance with the other provisions of this Contract, the Supplier agrees to comply with all Applicable Law, which is linked to the provisions set out in this Clause 17.
- 17.3 The Supplier agrees to notify the Company of any breach or suspected or alleged breach of this Clause 17. In this event, the Supplier shall also provide a plan for the remedy of any such breach (or suspected or alleged breach) that is notified by it or identified by the Company. If the corrective plans are not implemented, the Company reserves the right to terminate this Contract pursuant to Clause 13.2.1.
- 17.4 Where the Supplier is required to subcontract any of its obligations under this Contract, the Supplier must ensure that all of its subcontractors provide commitments to the Supplier that are substantially the same as those set out in this Clause 17.
- 17.5 The Supplier will, at all times, during the period in which this Contract is in force, permit the Company to review the degree of compliance with the principles established in this Clause 17.
18. **PREVENTION OF MODERN SLAVERY**
- 18.1 The Supplier represents and warrants to the Company that:-
- 18.1.1 it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under s.1, s.2 and s.4 of the Modern Slavery Act 2015, if carried out in the UK ("**slavery and human trafficking**");
- 18.1.2 all employees and agency workers of the Supplier are paid in compliance with all applicable employment laws and minimum wage requirements;
- 18.1.3 it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier's business;
- 18.1.4 it will include in its contracts with its subcontractors and suppliers in connection with this Contract slavery and human trafficking provisions that are at least as onerous to the subcontractor or supplier as those set out in this Contract; and
- 18.1.5 it will respond to all reasonable requests for information required by the Company for the purposes of completing the Company's annual anti-slavery and human trafficking statement.
- 18.2 The Supplier will permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect an instance of slavery and human trafficking to access and take copies of records and any other information held at the Supplier's premises and to meet with personnel and more generally to audit compliance with its obligations under this Clause 18. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Contract.
- 18.3 Any instances of slavery and human trafficking connected to the Supplier will entitle the Company to immediately terminate the Contract on providing notice to the Supplier (and without any liability by the Company to the Supplier) pursuant to Clause 13.2.1.
19. **DATA PROTECTION**
- 19.1 In the performance of the Contract, the parties may provide each other with Personal Data from time to time, specifically the names, contact details and positions of its employees and representatives involved in performance of the Contract or as otherwise agreed in writing between the Company and the Supplier.
- 19.2 The parties shall each comply with their obligations as independent Data Controllers under the Data Protection Legislation in relation to the provision and Processing of Personal Data by each of them in connection with performance of their obligations under this Contract.
- 19.3 A party may only Process Personal Data provided to it by the other party for the purposes of communication with the other party and for or in relation to the performance of the Contract, save where otherwise permitted as a matter of law.

- 19.4 The Supplier shall (i) co-operate and provide the Company with all the information necessary to demonstrate compliance with its obligations under the Data Protection Legislation; and (ii) hold the Company harmless from any losses that it may incur in relation to or as a result of the Supplier's breach of this condition 19, including both possible sanctions by the regulatory bodies and claims for damages (judicial or extrajudicial) by the impacted Data Subjects.
- 19.5 The Company reserves the right to notify the Supplier, at any time and from time to time, of any amendments and/or additions to these Conditions that the Company (in its sole discretion) considers are necessary and/or appropriate in order to: (a) enable and/or, ensure and/or facilitate the Company's (and/or any Affiliate's) compliance with the Data Protection Legislation and/or (b) ensure that the terms of the Contract provide the Company (and its Affiliates) with adequate rights and protections in relation to the Supplier's Processing of Personal Data, having regard to the terms of any Data Protection Legislation. Any amendments and/or additions that may be notified by the Company to the Supplier pursuant to this condition 19 shall have effect from the date set out in the relevant notice issued by the Company.
- 19.6 In this Clause 19, the terms "Data Controller" and "Data Subject" shall have the same meaning given to them in the applicable Data Protection Legislation.
20. **GENERAL**
- 20.1 **Assignment and subcontracting**
- 20.1.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 20.1.2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Company's prior written consent.
- 20.1.3 Subject to Clause 20.1.2, if the Supplier sub-contracts any of its obligations under the Contract, the Supplier shall be responsible for any act, omission, default or negligence of any of its sub-contractors, their agents or servants as fully as if they were the act, omission, default or negligence of the Supplier.
- 20.2 **Licences, Permits and Authorisations**
- 20.2.1 Each Party shall obtain and maintain, on its own account, the licences, permits and authorisations required to fulfil its contractual obligations.
- 20.2.2 Where any goods, equipment or materials are imported by the Supplier in connection with the supply of the Goods and performance of any Services, the Supplier shall obtain and maintain, on its own account, any exportation and importation licences, permits and authorisations required by any government authority and/or Applicable Law in the relevant country or countries.
- 20.3 **Notices**
- 20.3.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its address stated in the Order Form, or by e-mail to the e-mail address stated in the Order Form.
- 20.3.2 Any notice or communication shall be deemed to have been duly received, if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or, if delivered by e-mail, at the time of delivery provided that no automatically generated delivery failure notification is subsequently received.
- 20.3.3 This Clause 20.3 shall not apply to the service of any proceedings or other documents in any legal action.
- 20.4 **Severance**
- 20.4.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.5 **Waiver**

No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

20.6 **Entire Agreement**

20.6.1 The Parties acknowledge and agree that the Contract embodies and sets forth the entire agreement of the Parties and supersedes, cancels and nullifies any prior oral or written agreements (including any confidentiality agreement(s) and/or any non-disclosure agreement(s) entered into between the Parties relating to the subject matter of the Contract), representations, warranties, understandings or arrangements relating to the subject matter of the Contract. Neither Party shall be entitled to rely on any agreement, representation, warranty understanding or arrangement which is not expressly set forth in the Contract. For the avoidance of any doubt, this Contract supersedes (i) any terms and conditions that the Supplier may propose or have proposed, at any time, to apply to the subject matter of this Contract and/or any of the Goods and/or Services, and (ii) any terms and conditions (other than the Conditions which shall form part of this Contract) that are annexed to the Order Form.

20.6.2 The Parties further acknowledge and agree that any obligations performed by the Supplier for the Company prior to the date of the Contract in connection with its obligations under the Contract shall be treated as having been performed under the terms of the Contract.

20.7 **No Partnership**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties or to create the relationship of principal and agent between the Parties. Neither Party shall have the authority to act as agent for, or to bind, the other Party in any way.

20.8 **Third party rights**

Except as otherwise expressly provided for herein (including in Clauses 14.2 and 14.3), the Parties confirm that nothing in this Contract shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Contract whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.9 **Variation**

The Company may request a change to the timing, nature, description or extent of the supply of the Goods and/or the performance of the Services at any time. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when in writing and signed by authorised representatives of the Parties.

20.10 **Governing law and jurisdiction**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

21. **SANCTIONS LAWS**

21.1 The Supplier is not a Designated Person, it is not owned or controlled by a Designated Person, it does not act directly or indirectly on behalf of a Designated Person and it is not otherwise a direct or indirect target of Sanctions Laws.

21.2 The Supplier will not violate, and will not cause the Company to violate any Sanctions Law applicable to the Company, and will exercise reasonable due diligence to avoid engaging with a Designated Person or using any funds provided by the Company to fund any activity that would contravene Sanctions Laws.

21.3 The Supplier will immediately report to the Company any suspected violation of Sanctions Laws and co-operate with any enquiries the Company has to establish if a violation of Sanctions Laws has occurred.

21.4 The Supplier shall ensure that:-

21.4.1 Company Materials are not made available to any Designated Jurisdiction or Designated Persons;

21.4.2 Supplier personnel with access to Company Materials are not Designated Persons or nationals of a Designated Jurisdiction;

21.4.3 it does not use subcontractors that are Designated Persons; and

21.4.4 it will not source any of the Goods, Deliverables, software or technology in scope to be delivered or supplied to under this Contract, directly or indirectly, from Designated Persons or a Designated Jurisdiction.

SCHEDULE 1

CYBER-SECURITY AND INFORMATION SECURITY

1. The cyber-security conditions set out in this Schedule 1 are applicable to the supply of all Goods, Services, equipment and materials and to the performance of the Supplier's obligations under and/or pursuant to the Contract.

In this Schedule 1, the following terms shall have the meanings given to them below:-

"Cyber-infrastructure" means the electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within the facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc; and

"Protected Information" means any information created, received, transmitted or stored that by its nature or value to the Company and/or any Affiliate requires reinforced protection measures, including Confidential Information, private or secret information, personal data, credit card data, commercially sensitive information, critical infrastructure information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be affected by a regulation.

2. In the case of subcontracting by the Supplier duly authorised by the Company, the Supplier undertakes that the sub-contractor shall assume the same obligations assumed by the Supplier under this Schedule 1, and in any case, the Supplier shall be liable for any breach by the sub-contractor or its personnel of the obligations established here concerning cyber-security and information security.
3. In the event that the data or information related to the Contract are the property of the Company and/or any Affiliate or if the Cyber-infrastructure elements are provided to the Supplier by the Company and/or any Affiliate, the Supplier shall process and utilise it for the sole purpose of fulfilling its obligations contained in the Contract and for no other purpose whatsoever.

The Supplier shall ensure compliance with all applicable data security and protection legislation and shall not place the Company, by act or omission, in a situation of non-compliance when any data or information connected with the performance of the Contract is processed.

4. At all times the Supplier must be aware of the level of information protection related to the Contract as well as the corresponding standards and Applicable Law, and it shall adopt the technical security measures adequate thereto.

The Supplier is not authorised to disclose, provide direct or indirect access to the Protected Information or provide it to a third party, even for storage purposes. The Supplier is also not authorised to provide the capacity to decrypt encrypted passwords. Should intervention by a third party be necessary, express written authorisation from the Company indicating its purpose must be obtained, and the third party will be required to fulfil the same obligations that are required of the Supplier.

5. If, in order to fulfil the object of the Contract, the Company makes available to any of the Supplier Personnel any electronic devices or other computerised media or resources, or it provides the Company email account or credentials for accessing applications, internet connectivity, or other Cyber-infrastructure elements of the Company, the Supplier shall be responsible for ensuring that said personnel and subcontractors know about and expressly commit to complying with the security and acceptable use conditions established by the Company, which shall be provided in a separate appendix. The Supplier shall guard the documents that accredit compliance with these duties and shall deliver them to the Company upon request.
6. When the scope of the Contract implies the use or connection of the Supplier's Cyber-infrastructure to that of the Company, the Company shall make available reasonable organisational and technical security measures to protect itself and to help prevent any type of security incident from taking place in respect of its own Cyber-infrastructure.
7. The connection between the Company's and the Supplier's network is not permitted, unless expressly agreed to in the Contract, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two networks must be the minimum that is compatible with the required level of availability. The connection with the Supplier's network shall be removed as soon as there is no need for it. As a general rule, direct user connections from the Supplier to the Company's network are not permitted. If necessary, they will set up only after the Company has authorised it and only for the agreed upon duration.

8. If the Contract is fully or partially carried out at the Supplier's facilities, the Supplier must establish the mechanisms and procedures for physical access to said facilities to prevent unauthorised personnel from accessing the infrastructure elements or Protected Information during the time in which the Supplier has access to Protected Information.
9. The Supplier shall establish the mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorised personnel from accessing its Cyber-infrastructure elements and the Company's Protected Information, and, in particular:-
 - 9.1 it will have procedures to assign and withdraw access and permissions that take into account the need for the use and confidentiality of information, so that Personnel of the Supplier or its sub-contractors access only those data and resources that they require to perform their tasks, and it will set up strengthened control mechanisms for privileged users or administrators;
 - 9.2 it will maintain an updated inventory of the access and permissions granted and will withdraw access permissions from its personnel who cease working within a period of under twenty-four (24) hours in order to comply with the scope of the Contract. Credentials must always be encrypted when stored and transmitted; and
 - 9.3 it shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software, and in particular, the Supplier's default passwords will be changed.
10. The Supplier shall implement the technical and organisational measures necessary to ensure operational continuity under the service level agreements adopted for the Contract (contingency plans, backup and recovery procedures, etc). In particular:-
 - 10.1 the Supplier shall make backup copies of the Protected Information as frequently as is required for the performance of the Contract and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised Supplier personnel obtain them and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons; and
 - 10.2 the same security measures shall apply to backups as to the original data.
11. In the event access has been expressly authorised by the Company to use the Supplier's own computing equipment for accessing the Company's and/or any Affiliate's Cyber-infrastructure, the Supplier shall guarantee and undertake that there are adequate security measures to protect the stationary or portable computing equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including:
 - 11.1 automatic blocking if the device is left unattended for a certain period of time. User authentication will be required for unblocking;
 - 11.2 protection against malicious software and known vulnerabilities; and
 - 11.3 updating the operating system as often as the Supplier requires.

Insofar as is possible the Supplier Personnel will avoid storing any Protected Information on portable equipment or mobile devices. Should the performance of the Contract so require, the Company's prior authorisation will be sought and said data must be protected by encryption or any other mechanism that guarantees that the information is not intelligible or manipulable by unauthorised personnel.

The Supplier shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, insofar as is possible that the event be communicated promptly, Protected Information regarding the Company be deleted safely in accordance with recognised standards, and access to the Company's systems or systems containing the Company's data be suspended.

Before equipment is reused or replaced, the Supplier must protect, or if applicable remove, all of the information stored on it, ensuring that unauthorised personnel cannot access or recover it.
12. The Supplier shall establish adequate procedures to guarantee protection against loss or unauthorised processing of files, media and paper documents containing information related to the Contract and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and putting it on a server or delivering it electronically is considered equivalent to the computer media for the purposes of complying with these measures.

The Company may solicit information concerning any processing of Protected Information by the Supplier. In these cases, the Supplier must apply security measures according to the sensitivity of the information that they contain.

13. The Supplier shall include security measures appropriate to the nature of the information processed in developing, maintaining and testing the equipment that will be used in fulfilling the Contract. The Supplier will adopt secure code development standards and ensure that no real data is used in test environments. If absolutely necessary, the Company's express authorisation will be required and the same measures specified for performing the work included in the Contract will be applied to these environments.

14. Should the Contract include the supply of equipment and/or materials, the Supplier shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied material, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:-

14.1 the Supplier shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection;

14.2 the Supplier shall conduct periodic analyses of vulnerabilities and inform the Company about any necessary updates, especially those that affect security;

14.3 all internet connected devices shall be protected with adequately complex passwords that can be changed by the Company; and

14.4 the configuration of devices, equipment and materials shall be adjustable exclusively according to the Company's needs, and any unnecessary functionality deactivated. Should the Supplier conduct any configuration, documentation to that effect shall be provided.

15. The Supplier shall implement a procedure to notify of and manage security incidents, which it will disclose among its personnel, and will act with special diligence in those cases involving critical elements of the Company's Cyber-infrastructure or Protected Information or when the reputation or legal responsibility of the Company and/or any Affiliate or the interests of the persons whose information is processed may be affected.

The Supplier shall immediately notify the Company of the existence of any security incident always within a maximum period of twenty-four (24) hours after becoming aware of it, or if shorter, the shortest legal period, and shall assist and cooperate with the Company in terms of any necessary communication to third parties and other reasonable measures to remedy the situation when the Company requests it or as required by Applicable Law.

Merely by way of example, the Supplier shall notify the Company of incidents that cause anything related to the following incidents:-

15.1 access or attempts to access systems, equipment, applications, files, containers, devices etc by unauthorised persons or programs;

15.2 disclosing or compromising credentials, authentication or encryption data;

15.3 total or partial loss of data or information for any reason;

15.4 uncontrolled distribution: sending information to people who should not receive it;

15.5 loss or removal of computer equipment or storage media, files or part of their contents;

15.6 attacks caused by viruses / malicious software that may affect the exchange of information between the Supplier and the Company; and

15.7 others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this paragraph.

The Supplier and the Company must agree on the necessary actions, resolution times and follow-up mechanisms insofar as is necessary by the potential impact.

16. Once the Supplier's contractual performance has been completed, or in the event of a termination of the Contract, the Supplier shall return to the Company or securely destroy, as the Company chooses, all information owned by the Company that may be in its possession, as well as any media or document that includes Protected Information.

Should information destruction be selected, the Supplier shall provide its corresponding certification by following recognised standards for doing so.

Furthermore, all equipment, devices and storage media owned by the Company shall be returned and any potential connectivity to the Company's Cyber-infrastructure will be suspended. The same shall occur whenever the infrastructure elements or information are no longer needed for the performance of the Supplier's obligations under the Contract.

If the Supplier is bound by the requirements applicable for storing the Company's Protected Information, it shall keep both the Protected Information and the items that contain it duly protected and only for the time necessary in accordance with current regulations. Once said period has lapsed, they will be destroyed or returned to the Company, as the Company chooses, as will any media or documents containing any such data and no copy of the information will be kept.

17. At the Company's request, the Supplier shall provide evidence of security assessments or audits or, at the Company's request, permit independent audits and / or inspections of the audit measures at its data processing facilities or in cloud storage services regulated by these Conditions. Such audits or inspections shall be conducted by the Company or by a representative or audit agency approved by the Company. The persons in charge of carrying out said audits shall be subject to the duty of professional secrecy (confidentiality) and have the professional qualifications required by Applicable Law. The Supplier undertakes to comply with the possible plan of action that may result from said audits.
18. The Supplier shall provide the Company with reasonable and timely support in responding to any request, complaint or other communications received by any individual, government, governmental agency, regulatory authority or other bodies that may have an interest in the use, leakage, disclosure or misuse of any data or information related to the Contract, insofar as they comply with the processing the data or information by the Supplier.

The Company must be informed in advance of any communication of data that the Supplier must perform pursuant to Applicable Law.