

Terms & Conditions for the Purchase of Goods and Services (“Conditions”)

1 SCOPE OF APPLICATION

These Conditions shall apply to the purchase of the “Goods” and/or the “Services” by the “Customer” from the “Supplier” as set out and defined in the Customer’s order form (the “Order”). The Customer shall be entitled to assign and/or transfer its rights of use of the Goods and/or Services to any of its Affiliates. For the purposes of these Conditions, “Affiliate” means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity and “Control” means the beneficial ownership of more than 50% of the issued share capital of an entity or the legal power to direct or cause the direction of the management or affairs of the entity.

2 CONTRACT

- 2.1 The Order, these Conditions and any amendments made in accordance with clause 2.3 and clause 3 below together form the contract for the purchase of the Goods and/or Services (the “Contract”).
- 2.2 These Conditions supersede any previously issued terms and conditions of purchase or supply. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by the Customer and executed by a duly authorised signatory on behalf of the Customer.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods and/or Services subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. Unless agreed otherwise by the Customer, an Order shall lapse unless accepted by the Supplier before the expiry of fourteen (14) days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.
- 2.7 The Customer shall have the right to cancel the Order or any part of the Order which has not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, the Customer. In such circumstances, the Customer shall be liable for, in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to the Customer and, in respect of any Services, that part of the price which relates to the Services which at the time of cancellation have been performed for the Customer.

3 CHANGE REQUEST

- 3.1 The Customer is entitled to request changes to the scope of the Goods and/or Services at any time (“Change Request”). The Supplier may only refuse a Change Request if it is unreasonable or would endanger performance of the Contract. The parties shall agree any appropriate amendments to the Contract to document the Change Request.
- 3.2 Any refusal of a Change Request by the Supplier must be in writing and include the reasons for the refusal. The Supplier shall promptly notify the Customer if a Change Request or instructions provided by the Customer or any other circumstances attributable to the Customer impact or may impact the discharge by the Supplier of its obligations under the Contract.

4 PAYMENT

- 4.1 The Customer shall pay the Supplier the agreed fee (including any applicable VAT) in remuneration for the Goods and/or Services as set out in the Order. In the absence of a fee in the Order, the remuneration shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged in writing by the Customer before the date the Order is made. No increase in the fee may be made after the Order is placed.
- 4.2 Travel time, cost and expenses (and any other miscellaneous expenses) incurred by the Supplier shall only be paid or reimbursed to the extent expressly agreed by the Customer and if the Customer has expressly consented in advance.
- 4.3 Unless otherwise agreed in writing, the Supplier shall issue invoices on the basis of the progress made in the project, i.e. as agreed milestones are reached and accepted by the Customer. If no milestones have been agreed, the Supplier shall issue its invoice after acceptance of the entirety of the Deliverables by the Customer or, if the Deliverables are not subject to Acceptance Tests (as defined in clause 7.6), following complete and proper performance of the Contract.
- 4.4 Payments on account shall only be permitted with the prior written agreement of the Customer. Any payments on account are made subject to the acceptance of the Deliverables by the Customer or the complete and proper performance of the Deliverables by the Supplier, as appropriate.
- 4.5 All undisputed invoices shall be paid within thirty (30) days of receipt by the Customer of a proper, verifiable invoice.

4.6 The Customer shall be entitled to withhold payment in respect of any invoice (or part thereof) disputed in good faith pending definitive resolution of the dispute. The Supplier shall have no rights of retention or rights to withhold performance as a result of such dispute. If, following resolution, the parties agree that the disputed sum is payable, the Customer shall pay such sum within thirty (30) days of reaching such agreement.

4.7 Where sums due under the Contract are not paid in full by the due date, the Customer shall pay interest on the overdue sum (before and after judgment) on a daily basis until payment is made in full at the rate of two (2) per cent per annum above the base rate of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

5 PERSONNEL

5.1 The Supplier shall ensure that any Services are provided by appropriately skilled and qualified personnel.

5.2 The parties may agree key personnel for the purposes of the Supplier performing its obligations under the Contract (“**Key Personnel**”). The Supplier shall not unreasonably remove Key Personnel from such performance without the Customer’s consent.

5.3 Where any Supplier personnel are required to attend at the Customer’s premises, such personnel shall adhere to the Customer’s health and safety policies and all other applicable policies notified to the Supplier and/or such personnel from time to time.

5.4 The Supplier shall indemnify, and keep indemnified, the Customer (and its Affiliates) from and against any losses, damages, liabilities, costs (including legal fees) and expenses incurred by the Customer (and/or its Affiliates) as a result of or in connection with the employment or termination of employment of any Supplier personnel who transfer to or purport to transfer to the Customer (or its Affiliates) by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (“**TUPE**”) and/or any failure by the Supplier to comply with any applicable information and consultation obligations under TUPE.

6 DELIVERY

6.1 “**Deliverables**” means any goods, works, services and deliverables provided by the Supplier under the Contract, including expert opinions, surveys, documentation, reports, organisation and project plans, drafts, photos, drawings, lists and calculations, any individual software developed, modified or adapted for the Customer in source code and object code, any adaptations, modifications or extensions or standard software resulting in a modification or a re-programming of the source code, as well as any databases and database rights produced for the Customer.

6.2 The Deliverables shall be delivered and/or performed by the Supplier by any date(s) so specified in the Order. They shall not be delivered by or performed in instalments unless otherwise agreed in writing by the Customer.

6.3 Unless agreed otherwise with the Customer, time of delivery or performance (as the case may be), including any project milestones is of the essence. If the Supplier fails to deliver any of Deliverables by the date(s) specified in the Order or as otherwise agreed, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer’s sole discretion:

6.3.1 to terminate the Contract in whole or in part;

6.3.2 to purchase the same or similar Goods and/or Services from a supplier other than the Supplier; and/or

6.3.3 to recover from the Supplier all costs and losses resulting to the Customer, including the amount by which the price payable by the Customer to acquire those Goods and/or Services from another supplier exceeds the price payable under the Contract and any loss of profit.

6.4 If the Customer fails to accept delivery of any Deliverables on the date or within the period set out in the Order or within the period otherwise agreed, the Supplier shall store and insure any such Deliverables capable of storage pending delivery.

Standard Software

6.5 The Supplier grants to the Customer a non-exclusive, irrevocable license to use the agreed amount of licenses for software that is proprietary to the Supplier or a third party which has been developed for the market at large and which is provided to the Customer without customisation (“**Standard Software**”) provided by the Supplier in connection with the Contract.

6.6 Subject to the restrictions agreed regarding the number of permitted users, the Customer shall be entitled to deploy the Standard Software for use by its Affiliates and to transfer its rights of use to such Affiliates.

7 DEFECTS & ACCEPTANCE

Defects

- 7.1 The Customer shall examine all Deliverables within a reasonable period of time following delivery.
- 7.2 The Supplier shall promptly remedy all defects (including but not limited to those relating to the warranties under clause 9.1.5 below) notified by the Customer at no extra cost to the Customer. Where Services are performed in a defective manner, the Customer shall be entitled to require the Supplier to re-perform such services at no extra cost. Any defects caused by the Customer or circumstances for which the Customer is responsible shall be remedied on reasonable conditions to be agreed between the parties.
- 7.3 The Customer may set an appropriate deadline for the remedying of defects. If the Supplier does not meet this deadline, the Customer may, in its absolute discretion, either (a) continue to require the Supplier to remedy the defect; or (b) have the defect remedied by itself or a third party at the Supplier's cost.

Service Review & Acceptance Tests

- 7.4 The parties shall meet at agreed intervals and/or milestones to discuss and review the progress of any Services and any associated Deliverables at no extra cost to the Customer.
- 7.5 The Customer (or the Customer's appointed representatives) shall, on reasonable notice and within normal office hours, be entitled to conduct quality audits of any Services, including reasonable access to the Supplier's premises.
- 7.6 Where set out in the Order and/or where Deliverables are by their nature, amenable to acceptance testing, the Customer may require acceptance tests to be performed or to be carried out, at the Customer's option, either by the Customer or the Supplier in accordance with clauses 7.7 to 7.9 ("**Acceptance Tests**").
- 7.7 The Supplier shall give reasonable (and in any event not less than two (2) weeks') written notice of readiness for the Acceptance Tests. Depending on the type of Deliverables, the Customer may require that final acceptance be preceded by a successful test phase and functional testing. Any requirement implied by law governing the exercise by the Customer of its rights regarding defects which (a) obliges the Customer to inspect for and notify defects within a certain period following delivery, and (b) deems works to be accepted by the Customer if it fails to do so shall be excluded and modified to the extent permitted by law.
- 7.8 The Customer shall confirm acceptance upon completion of the Acceptance Tests, provided the Deliverables do not contain any defects. The Customer shall not refuse acceptance where the defects (a) are of a merely immaterial nature, (b) do not occur frequently, and (c) do not collectively constitute a material impairment of the Deliverables provided. Minor defects remaining at acceptance shall be documented and promptly remedied by the Supplier.
- 7.9 Acceptance following the Acceptance Tests shall only be effective if provided by the Customer in writing. Partial Acceptance Tests shall only apply if agreed by the parties in writing and the last partial acceptance shall not be deemed to constitute a final acceptance for the entirety of the Deliverables; a separate, specific final acceptance shall be required.

8 TITLE & RISK

- 8.1 Risk in any Goods shall pass to the Customer on delivery and when the Customer has accepted the Goods as conforming in every respect with the Contract.
- 8.2 Title to any Goods shall pass to the Customer on the sooner of: (a) payment by the Customer for the Goods; or (b) delivery of the Goods to the Customer. The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 8.3 Neither the Supplier, nor any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.

9 WARRANTIES

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it understands the Customer's business and needs under the Contract;
 - 9.1.2 it holds and shall maintain all necessary authorisations, permissions and approvals required for it to perform its obligations under or connection with the Contract;
 - 9.1.3 it shall discharge its obligations under the Contract using reasonable care and skill in accordance with all applicable laws, the latest standards of science and technology and best industry practice;
 - 9.1.4 has at the time the Contract is made full, clear and unencumbered title to any Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer and shall hold such title and right to enable it to ensure the Customer shall acquire a valid, unqualified title to such Goods and enjoy quiet possession of them; and

9.1.5 all Deliverables:

- (a) conform to any sample, their description and to any specification provided by the Customer;
- (b) shall be free from material defects in design, material and workmanship and free from any third party or other rights which would hinder or prevent them from being used in accordance with the Contract;
- (c) shall not contain any technical features or measures requiring them to be connected to specific operating systems, hardware or other environments; and
- (d) save where expressly requested by the Customer (such as to enable the provision of support services), shall not contain any functions that would enable third parties to access or open them.

9.2 Where the Customer commissions the Supplier to create or develop software, the Supplier shall ensure the functionality of the relevant software on the Customer's systems and to transfer the object code, source code and complete, written, comprehensible development documentation for the software to the Customer. The Supplier shall provide appropriate instructions and/or training to the Customer regarding the software.

9.3 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, any of its statutory rights or any terms and/or warranties implied by law.

10 COMPLIANCE & CORPORATE RESPONSIBILITY

10.1 The Customer is part of the Munich Re Group and the Supplier acknowledges that the Munich Re Group is subject to the German Supply Chain Due Diligence Act (GSCDDA) and is obliged to ensure human rights, environmental standards and good corporate governance along its entire supply chains. As a compulsory prerequisite for the contractual cooperation with the Supplier, the Customer expects the Supplier's adherence to Munich Re Group's Supplier Code of Conduct (https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/MunichRe-Code-of-Conduct.pdf/_jcr_content/renditions/original/MunichRe-Code-of-Conduct.pdf) and the principles of the United Nations Global Compact. In particular, the Supplier shall:

- 10.1.1 comply with Munich Re Group's Supplier Code of Conduct and address requirements within the supply chain;
- 10.1.2 inform the Customer about any material compliance violations in the Supplier's own area of responsibility and the supply chain that come to its attention;
- 10.1.3 properly select and monitor its supply chain partners; and
- 10.1.4 grant the Customer appropriate inspection and audit rights in order to enable the Customer to determine if the Supplier is in compliance with these obligations.

10.2 The Supplier undertakes, warrants and represents that:

- 10.2.1 it shall comply with all applicable laws, enactments, regulations, regulatory policies, guidelines and industry codes of practice applicable to it, including but not limited to those relating to anti-corruption, anti-bribery, anti-slavery and anti-tax evasion (including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017) and the principles of the UN Global Compact ("**Relevant Requirements**");
- 10.2.2 it has and shall maintain in place throughout the terms of the Contract its own systems, controls, training, policies and procedures (including but not limited to adequate procedures under the Bribery Act 2010) to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 10.2.3 it shall promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of the Contract;
- 10.2.4 neither it nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 10.2.5 its responses to any and all of the Customer's due diligence questionnaires are complete and accurate; and
- 10.2.6 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under this clause 10.2. Such notice to set out full details of the circumstances concerning the breach or potential breach.

10.3 Any breach of this clause 10 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.

10.4 The parties shall adapt the Contract to new legal requirements, as may be required from time to time.

11 INDEMNITY & INSURANCE

- 11.1 The Supplier shall indemnify, and keep indemnified, the Customer (and its Affiliates) from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer (and/or its Affiliates) as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.
- 11.2 The Supplier shall have in place contracts of insurance with reputable insurers insuring the Deliverables and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to the Customer the benefit of such insurance.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 For the purposes of this clause 12, "**Intellectual Property Rights**" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights (in each case, whether registered or unregistered, including all applications for and renewals or extensions of such rights, in any part of the world as at the Effective Date or in the future).
- 12.2 All Intellectual Property Rights in any specifications provided by the Customer and in the Deliverables shall vest in and remain at all times the property of the Customer and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights, and the Supplier shall at the Customer's request waive or procure a waiver of applicable moral rights.
- 12.3 The Supplier shall indemnify the Customer (and its Affiliates) from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer (and/or its Affiliates) as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party ("**Supplier IPR Claim**").
- 12.4 If any Supplier IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
- 12.4.1 procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or
 - 12.4.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,
- provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity in clause 12.3) refund the price paid by the Customer in respect of the affected Intellectual Property Rights.
- 12.5 The Supplier grants the Customer a non-exclusive, irrevocable license to use all materials, components and documentation which (a) were created by the Supplier before the Customer placed the Order and were not specifically created for the Customer, and (b) are delivered or incorporated into the Deliverables, in each case in all their respective intermediate and final stages, including in processed or modified form. The license shall commence on the date that the relevant materials, components or documents are incorporated into the Deliverables and shall be transferable to third parties.

13 CONFIDENTIALITY

- 13.1 For the purposes of this clause 13, "**Confidential Information**" means any confidential information and/or material of the Customer (or the Customer's Affiliates), including but not limited to information and/or materials relating to its business, customers, affairs, finances, systems, processes and/or methods of operation which is disclosed or made available to the Supplier in connection with the operation of the Contract (whether oral or in writing, and whether or not such information is expressly stated to be confidential or marked as such) except information which is or becomes publicly available other than as a result of any fault of the Supplier, which the Supplier can prove was lawfully in its possession before disclosure by the Customer, the Supplier developed independently or the Supplier is required to disclose by law or by court order.
- 13.2 The Supplier shall keep confidential all Confidential Information and shall only use (and disclose to such personnel) such information as is strictly required to perform the Contract.
- 13.3 Unless otherwise required by applicable law, the Supplier shall, upon written request by the Customer, immediately return or destroy all Confidential Information, all tangible records and information prepared on the basis of information provided to it under or in connection with the Contract, as well as copies and extracts made, and shall provide written confirmation to the Customer once this is done.

13.4 This clause 13 shall remain in force for a period of three (3) years after termination or expiry of the Contract.

14 DATA PROTECTION

14.1 For the purposes of this Clause 14, “**DPL**” shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the UK General Data Protection Regulation (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419), and all other applicable data protection legislation as amended, consolidated or re-enacted from time to time. “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Data Subject Requests**”, “**Personal Data**”, “**Personal Data Breach**” and “**process/processing**” shall have the meanings prescribed to them in the DPL.

14.2 The parties acknowledge and agree that for the purposes of Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier’s obligations under the Contract, the Customer is the Data Controller and the Supplier is the Data Processor.

14.3 The parties shall set out in the Order the subject matter and duration of processing, the nature and purpose of the processing, the categories of Data Subjects and the types of Personal Data processed under or in connection with the Contract.

14.4 The Supplier shall:

14.4.1 process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Goods and/or Services and in accordance with the Customer’s instructions from time to time and shall not process the Personal Data for any other purpose;

14.4.2 maintain complete, accurate and up to date written records of any processing of Personal Data it carries out on behalf of the Customer;

14.4.3 promptly comply with any request from the Customer requiring the Supplier to amend, transfer, return or delete the Personal Data (and any existing copies of such data) in such form as the Customer reasonably requests (existing copies may be retained by the Supplier to the extent required by law and, if so, the Supplier shall inform the Customer of any such requirement);

14.4.4 promptly provide, at the Customer’s request, a copy of all Personal Data held by the Supplier in the format and on the media reasonably specified by the Customer and any such other information as the Customer reasonably requires to demonstrate the Supplier’s compliance with its obligations under this Clause 14;

14.4.5 not transfer the Personal Data outside the European Economic Area or the United Kingdom without the prior written consent of the Customer;

14.4.6 promptly inform the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier shall restore such Personal Data at its own expense;

14.4.7 not authorise any third party or sub-contractor to process the Personal Data without the Customer’s prior written consent;

14.4.8 provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires to ensure compliance with the Customer’s obligations under the DPL; and

14.4.9 permit the Customer or its external advisors (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Supplier’s data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and procure that the Supplier is in full compliance with its obligations under the Contract.

14.5 The Supplier undertakes that it shall:

14.5.1 process the Personal Data in compliance with the DPL and shall not perform its obligations in such a way as to cause the Customer to breach any of its obligations under the DPL; and

14.5.2 implement and maintain all necessary technical and organisational measures:

(a) to preserve the confidentiality and integrity of Personal Data and prevent any unlawful processing or disclosure, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects; and

(b) without prejudice to clause 14.7, insofar as is possible, to assist the Customer in the fulfilment of the Customer’s obligations to respond to Data Subject Requests.

14.6 The Supplier shall ensure:

14.6.1 that it takes reasonable steps to ensure the reliability of any of the Supplier’s employees who have access to the Personal Data;

14.6.2 that access to the Personal Data is limited to:

- (a) those employees who need access to the Personal Data to meet the Supplier's obligations under these Conditions; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties; and
- 14.6.3 that all of its employees involved with the Services:
 - (a) are informed of the confidential nature of the Personal Data and are subject to a binding written contractual obligation with the Supplier to keep Personal Data confidential;
 - (b) have undertaken adequate training on the DPL applicable to the processing and the data protection obligations imposed on the Supplier in these Conditions; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under such laws and the Contract.
- 14.7 If the Supplier receives a Data Subject Request, the Supplier shall:
 - 14.7.1 notify the Customer within three (3) Business Days of receiving such a request;
 - 14.7.2 provide the Customer with full co-operation and assistance and take such action as the Customer reasonably requests in relation to the Data Subject Request, within the timescales reasonably required by the Customer;
 - 14.7.3 not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in these Conditions; and
 - 14.7.4 not respond to any Data Subject Request without the Customer's prior written approval.
- 14.8 If the Supplier receives any complaint which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the DPL, it shall immediately notify the Customer and it shall provide the Customer with full co-operation and assistance in relation to any such complaint.
- 14.9 If the Supplier becomes aware of a Personal Data Breach relating to any Personal Data obtained in connection with the provisions of the Goods and/or Services, the Supplier shall:
 - 14.9.1 notify the Customer without undue delay (but in no event later than twenty four (24) hours after becoming aware of the Personal Data Breach); and
 - 14.9.2 provide the Customer without undue delay with such details as the Customer reasonably requires regarding:
 - (a) the nature of the breach, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;
 - (b) any investigations into the breach;
 - (c) the likely consequences of the breach; and
 - (d) any measures taken, or that the Supplier recommends, to address the breach, including to mitigate its possible adverse effects.
- 14.10 The Supplier shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by the Customer and reported to the Supplier that reveal a breach or potential breach by the Supplier of its obligations under this clause 14.
- 14.11 The Supplier shall, at all times during and after the duration of the Contract, indemnify and keep indemnified and defend at its own expense the Customer (and its Affiliates) against all damage, loss, demand, expense (including legal and professional expenses), costs, liability and fines incurred by the Customer (and/or its Affiliates) or for which the Customer (and/or its Affiliates) may become liable due to any failure by the Supplier or its agents, subsidiaries or sub-contractors to comply with any of the obligations under this clause 14.

15 **FORCE MAJEURE**

- 15.1 Where appropriate, the Customer may request that the Supplier maintains and demonstrates that appropriate business continuity and disaster recovery plans are in place.
- 15.2 A party shall not be liable if prevented, hindered or delayed from performing its obligations due to circumstances beyond that party's control (such as an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service required for the performance of the Contract)(a "**Force Majeure**") provided that it promptly notifies the other of the Force Majeure event and its expected duration and uses best endeavours to minimise the effects of that event.
- 15.3 If, due to Force Majeure, a party:
 - 15.3.1 is or shall be unable to perform a material obligation; or

- 15.3.2 is delayed in or prevented from performing its obligations for a continuous period exceeding fourteen (14) days or a total of more than thirty (30) days in any consecutive period of sixty (60) days, the other party may terminate the Contract on immediate notice.

16 TERM & TERMINATION

- 16.1 The Contract shall commence on the “**Effective Date**” and continue for the “**Term**”, both as detailed in the Order, unless terminated earlier in accordance with the terms of the Contract. In the absence of a Term in the Order, the Contract shall continue until the complete and proper performance of the Contract to the satisfaction of the Customer, unless terminated earlier in accordance with the terms of the Contract.
- 16.2 In addition to any of the Customer’s termination rights as set out in the Order, the Customer may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:
- 16.2.1 commits a material breach of the Contract and such breach is not remediable or, if the breach is capable of remedy, the Supplier fails to remedy such a breach within fourteen (14) days of receiving written notice of such breach;
 - 16.2.2 has any consent, licence or authorisation held by it revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract;
 - 16.2.3 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;
 - 16.2.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.2.5 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.2.6 has a resolution passed for its winding up;
 - 16.2.7 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.2.8 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced; and/or
 - 16.2.9 is subject to any events or circumstances analogous to those in clauses 16.2.1 to 16.2.7 in any jurisdiction.
- 16.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under Clause 16.2, it shall immediately notify the Customer in writing.
- 16.4 Termination or expiry of the Contract shall not affect any obligations, rights or liabilities of either party which have accrued before termination or expiry. Nor shall it affect the continuance in force of any provision of the Contract that is expressly or by implication intended to continue in force after termination or expiry.
- 16.5 Upon termination or expiry, the Supplier shall provide the Customer with all reasonable assistance and cooperation to ensure an orderly winding-down of the contractual relationship and, where applicable, the orderly transfer of any Services to an alternative supplier.

17 NOTICES

- 17.1 Any notice or other communication given by a party under these Conditions shall be in writing and sent by first class post to the relevant party at its registered address (or as otherwise advised by a party in writing from time to time). Any notice so given shall be deemed served on the second business day after posting.
- 17.2 This clause does not apply to notices given in legal proceedings or arbitration.

18 ENTIRE AGREEMENT

- 18.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 18.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud or any other liability that cannot be excluded by law.

19 ASSIGNMENT & SUBCONTRACTING

- 19.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent.
- 19.2 In the event the Customer consents to the appointment of a subcontractor in accordance with clause 19.1, the Supplier shall:
- 19.2.1 enter into a written contract with the subcontractor which imposes on and secures from the subcontractor obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights materially similar to those imposed on and secured from the Supplier in these Conditions; and
- 19.2.2 remain liable to the Customer for all acts, omissions and/or defaults of the subcontractor as if they were its own.
- 19.3 The Customer may withdraw any consent provided under clause 19.1 at any time and for any reason.

20 SET OFF

The Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or any other contract. The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21 NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

22 SEVERANCE

If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

23 WAIVER

- 23.1 No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 23.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.
- 23.3 A waiver of any term, provision, condition or breach of the Contract by the Customer shall only be effective if given in writing and signed by the Customer, and then only in the instance and for the purpose for which it is given.

24 CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in these Conditions and the terms of the Order, the terms of the Order shall prevail.

25 THIRD PARTY RIGHTS

- 25.1 Except as expressly provided for in clause 25.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 25.2 Any of the Customer's Affiliates shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract and receive the benefit of the Goods and/or Services. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

26 IR35

- 26.1 If the Supplier is determined by the Customer as likely to be treated as providing a "personal service" to the Customer under the Contract pursuant to Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 ("**IR35**"), then in relation to any individuals engaged by the Supplier to provide services to the Customer in accordance with the Contract (each a "**Relevant Individual**"), the Supplier agrees as follows:

- 26.1.1 each Relevant Individual shall be paid in respect of such services entirely through either (a) the Supplier's own payroll or (b) the payroll of a third party umbrella company that employs and manages contractors as part of its general business; and
- 26.1.2 the Supplier will notify the Customer in the event that a Relevant Individual is a director of the Supplier, with such notification being made no less than 14 days prior to such Relevant Individual commencing work for the Customer (following which, the Supplier shall discuss in good faith with the Customer whether further amendments to the Contract are required to avoid any adverse impact on the Customer pursuant to IR35).

27 JURISDICTION & GOVERNING LAW

- 27.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 27.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).