

**IDENTITY EVENTS MANAGEMENT INC.
SUPPLIER TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

1.1 Definitions

AI Tools means artificial intelligence tools in the form of software applications or platforms that utilize artificial intelligence and/or machine learning techniques to perform specific tasks or solve particular problems.

Agency: Identity Events Management Inc. (Company Number 10137536) whose registered office is 850 New Burton Rd., Suite 201, Dover, DE 19904 USA, or a designated HNG Affiliate.

Agency Client: the Agency's own client in relation to a Project.

Agency Materials: all materials, equipment and tools, drawings, specifications, and data supplied by the Agency to the Supplier.

Agreed Project: the binding agreement for the provision of Goods and/or Services by the Supplier to the Agency agreed in accordance with Section 3.

AIGC: means any AI generated content that has been created, produced, and/or otherwise generated by and or through use of any Generative AI Tools.

Applicable Laws: all Municipal, County, State and Federal rules, statutes, regulations, and ordinances applicable to this Agreement and/or to the Parties hereto in connection with their performance hereunder, in all relevant jurisdictions.

Business Day: a day other than a Saturday, Sunday, or a Federal legal holiday in United States, and when banks are open for business.

Cancellation Event shall occur when:

(a) the Agency Client notifies the Agency that it is for any reason, including related to an event of Force Majeure, cancelling the Project and/or terminating the contract with the Agency in connection with the Project;

(b) the Agency Client notifies the Agency that it shall be delivering the Project in a different location, including by allowing virtual attendance of some or all delegates; and/or

(c) the Agency Client notifies the Agency that it intends to postpone the Project, and the Agency is unable to accommodate the re-scheduled dates.

Change: means any change to an Agreed Project including to any of the Goods and/or Services.

Change Request: means a request submitted by a Party to effect a Change, setting out the details of the Change and any impact of the Change on the Goods and/or Services, any milestones, and the Fees.

Commencement Date: the date this Agreement is fully executed.

Confidential Information: all confidential information in whatever form (including without limitation, in written, oral, visual, or electronic form and in any media wherever located) disclosed by one Party to the other Party relating to:

(a) the business, customers, suppliers, products, affairs, and finances of the disclosing Party (or of any member of the Group to which the disclosing Party belongs);

(b) trade secrets including, without limitation, technical data and know-how relating to the business of the disclosing Party (or of any member of the Group to which the disclosing Party belongs); and

(c) the business, customers, suppliers, products, affairs, finances, trade secrets, technical data and know-how of the disclosing Party's suppliers, customers (including the Agency Client), agents, distributors, shareholders, management, or business contacts,

whether or not such information (if in anything other than oral form) is marked confidential.

Contract Details: the information set forth in any cover sheet or order form agreed between the Parties in connection with an Agreed Project.

Change of Control means:

(a) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders of a Party of more than fifty percent (50%) of the voting stock of such Party;

(b) a merger or consolidation in which a Party hereto is a participant;

(c) the sale, exchange, or transfer of all or substantially all the assets of a Party; or

(d) the liquidation or dissolution of a Party.

Deliverables: all documents, products, materials, and Services developed or provided by the Supplier or its agents, subcontractors, and personnel as part of or in relation to the Goods and/or Services in any form, including without limitation those items specified within any Agreed Project.

Fees: the charges payable by the Agency for the supply of the Goods and/or Services by the Supplier as set out in the relevant Agreed Project.

Force Majeure Event: has the meaning set forth in Section 17.1.

Generative AI Tools: software applications or platforms that utilize artificial intelligence and/or machine learning techniques to perform specific tasks or solve problems by creating new content (based on the data that they have been trained on) when given an instruction or input prompt by the user.

Goods: the goods (if any) specified in the Agreed Project including any Rented Goods.

Governmental Authority: the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

Group: in relation to a company, that company, any subsidiary, affiliate, or parent from time to time of that company, and any subsidiary or affiliate from time to time of a parent of that company.

Human Network Group: Human Network Limited and its subsidiaries.

HNG Affiliate: a member of the Human Network Group.

Intellectual Property Rights: the rights, whether registered or unregistered, in and to all patents, utility models, inventions, copyrights and any derivative works, moral rights, trademarks and service marks, design rights, trade names, domain names, trade dress, the right to sue for passing off or unfair competition, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in any medium, both existing or in the future in perpetuity.

Key Date: has the meaning set forth in Section 18.1.

KPIs: the key performance indicators set out in the relevant Agreed Project.

Party: the Agency and the Supplier, individually; and **Parties** means the Agency and Supplier collectively.

Project: the Agency project for which the Goods and/or Services are being provided as set out in the Agreed Project.

Project Representatives: the representatives appointed by each Party in connection with an Agreed Project in accordance with Section 6.2.

Purchase Order: the purchase order that the Agency provides to the Supplier for Goods and/or Services which is an acceptance of the Supplier's proposal submitted in response to an RFP.

Rental Period: has the meaning set forth in Section 8.10.1.

Rented Goods: Goods indicated in the Agreed Project as being rented by the Supplier to the Agency.

Representatives: the Agency Representative and the Supplier Representative.

Restricted Customer: shall have the meaning set forth in Section 16.3.

Restricted Person: any person employed or engaged by the Agency at any time during the Term in a *senior* role who has or had material contact or dealings with the Supplier or any person employed or engaged by the Agency at any time during the Term in relation to the receipt of the Goods and/or Services who has or had material contact or dealings with the Supplier.

RFP: means the request for proposal issued by the Agency in which the Agency requests a quote from the Supplier setting out the price, activities, timetable, dependencies and sequence of events which the Supplier shall perform, or procure the performance of, when delivering the Goods and/or Services together with the specification of the Goods and/or Services agreed between the Parties pursuant to Section 1.1.

Services: those services (if any) specified in the Agreed Project.

Service Credits: the amount payable to the Agency by the Supplier in relation to failure to meet the KPIs as set out in the relevant Agreed Project.

Special Terms and Conditions: the special terms and conditions, if any, agreed between the Parties in writing in connection with a specific Agreed Project.

Step-In Trigger Event means:

- (a) any event that would entitle the Agency to terminate in accordance with this Agreement;
- (b) a default by the Supplier that is materially preventing or materially delaying the supply of the Goods and/or Services;
- (c) the Agency considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
- (d) the Agency being advised by the Agency Client or a regulatory body that the exercise by the Agency or the Agency Client of its rights under Section 27 is necessary; or
- (e) the existence of a serious risk to the health or safety of people, property, or the environment in connection with the Services; and/or a need by the Agency to take action to discharge a statutory duty.

Supplier: the person or organisation engaged via these Terms and Conditions for the provision of Goods and/or Services on behalf of the Agency.

Supplier Materials: all materials, other than the Deliverables, provided to the Agency by the Supplier which are necessary or desirable to enable the Agency to receive and use the Goods and/or Services.

Supplier Personnel: all employees, staff, other workers, agents, and consultants of the Supplier and of any subcontractors who are engaged in the provision of the Services from time to time.

Supplier Representative: the individual nominated by the Supplier as its representative under this Agreement.

Taxes: any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any Governmental Authority on any amounts payable by the Agency under this Agreement; exclusive, however, of any taxes, assessments, or other levies imposed on Supplier's income or capital (including leased or purchased property, equipment, or software), any franchise taxes, any taxes in lieu of net income taxes, and any other direct taxes imposed on Supplier.

Term, including **Initial Term** and **Renewal Term**, shall have the meaning set forth in Section 2.1.

Third Party Material: shall have the meaning set forth in Section 10.4.3.

1.2 Interpretation

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 Any words following the terms *including, include, for example* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

1.2.4 In the event of any conflict between the Special Terms and Conditions and the main body of these Terms and Conditions, the Special Terms and Conditions will take precedence.

1.2.5 A reference to a holding company or parent, and/or a subsidiary means a holding company or parent, and/or a subsidiary (as the case may be) as defined by Applicable Law.

1.2.6 If in the event of any conflict or ambiguity between any of the parts of this Agreement, the following order of precedence will apply, and a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

1.2.6.1 The Special Terms and Conditions;

1.2.6.2 the relevant Agreed Project;

1.2.6.3 these Terms and Conditions.

1.2.7 In the event of any conflict or ambiguity between any parts of an Agreed Project, the following order of precedence will apply, and a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

1.2.7.1 The Purchase Order;

1.2.7.2 The Supplier's response to the RFP;

1.2.7.3 The RFP.

2. COMMENCEMENT AND TERM

2.1 These Terms and Conditions shall apply from the date of the first Agreed Project and shall continue in force for a period of 3 years (**Initial Term**), unless terminated earlier in accordance with their terms, when they shall automatically terminate without notice, unless the parties agree in writing no less than 1 month prior to the expiry of the Initial Term (or any Renewal Term agreed under this Section) to extend the Agreement for a further 12 months (**Renewal Term**). Unless further extended under this Section or terminated earlier in accordance with their terms, these Terms and Conditions shall terminate automatically without notice at the end of a Renewal Term. The Initial Term and any Renewal Term shall be referred to herein collectively as the **Term**.

3. PROJECT PROCESS

3.1 The Agency may at any time issue the Supplier with an RFP.

3.2 If the Agency issues an RFP for Goods and/or Services to the Supplier, then:

3.2.1 the Supplier, if interested, shall at its own cost and expense submit a response to the RFP to the Agency within 5 Business Days of the date of the RFP unless the Parties agree otherwise in writing;

3.2.2 the Supplier shall, at its own cost and expense, promptly provide all necessary advice, support and assistance as may be required by the Agency from time to time in considering the response to the RFP;

3.2.3 the Supplier shall, at its own cost and expense and promptly, update and amend the response to the RFP from time to time as necessary based on its discussions with the Agency pursuant to Section 3.2.2; and

3.2.4 the Agency may accept the Supplier's response to the RFP by issuing a Purchase Order at which point it becomes an **Agreed Project**, or the Agency may notify the Supplier that it does not wish to proceed with the RFP.

3.3 The Agency shall be entitled to amend or withdraw an Agreed Project by giving the Supplier notice in writing in relation to any Goods and/or Services where performance or delivery has not commenced.

3.4 Each accepted Purchase Order shall constitute a binding obligation on the Supplier to supply the Goods and/or Services in accordance with the terms of the Agreed Project and this Agreement.

3.5 Subject to Section 7 and Section 18, no variation to an Agreed Project shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of each of the Agency and the Supplier, respectively.

3.6 The Parties may agree to Special Terms and Conditions at any time in writing. If any Special Terms and Conditions only apply to a particular Agreed Project, this will be specified accordingly.

3.7 No Purchase Orders shall be issued following the date on which notice is validly served to terminate this Agreement in accordance with its terms, or the date on which the Agreement expires pursuant to Section 2.1.

4. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

4.1 The Supplier shall supply the Goods and/or Services to the Agency in accordance with this Agreement.

4.2 In delivering the Goods and performing the Services the Supplier shall meet any performance dates specified in the Agreed Project.

4.3 The Supplier undertakes, represents, and warrants to the Agency that the Supplier shall:

4.3.1 provide the Goods and perform the Services with the highest level of care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade;

4.3.2 ensure that Goods shall:

(a) conform with their description and all specifications;

(b) be free from material defects in design, material, and workmanship;

(c) be of satisfactory quality and workmanship; and

(d) be fit for the purpose for which the Goods are intended.

- 4.3.3 co-operate with the Agency in all matters relating to the supply of the Goods and/or Services, and comply with all instructions of the Agency;
- 4.3.4 appoint and, at the written request of the Agency, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Goods and/or Services;
- 4.3.5 ensure that the Supplier Personnel are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in full and on time;
- 4.3.6 ensure that any travel and subsistence arrangements between the Supplier and Supplier Personnel comply with and will continue to comply with all Applicable Laws;
- 4.3.7 not use any Generative AI Tools to create, develop and or otherwise produce any Deliverables, and may not use or include any AIGC, including those provided by a third-party, in and as part of the Deliverables in the performance of the Services without the prior written consent of the Agency. The Supplier will ensure that it complies with any conditions required by the Agency relating to its use of Generative AI Tools if consent is given;
- 4.3.8 not use any AI Tools in the performance of the Services without the prior written consent of the Agency. The Supplier will ensure that it complies with any conditions required by the Agency relating to its use of AI tools if consent is given;
- 4.3.9 where the Deliverables include software, not include or use any software in the Deliverables licensed under the General Public License or any similar license containing a "copyleft" requirement (**Restrictive Open Source Code**) in, or in the development of the Deliverables, and shall ensure that the Deliverables do not operate in such a way that it is compiled with or linked to any Restrictive Open Source Code. Without prejudice to the foregoing and except with the Agency's written consent, no open-source software (meeting the Open Source Initiative's open source definition from time to time) has been included or used in, or in the development of, any element of the Deliverables in contravention of its applicable license terms and no third party is asserting, or has in the last five years asserted, any such contravention;
- 4.3.10 ensure, at the Supplier's own cost, that it obtains, and maintains all consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require and that are necessary to enable it to comply with its obligations in the Agreement and further to ensure that it complies with all Applicable Laws and related third-party agreements, consents, licenses and permissions at all times in the jurisdiction and location in which the Goods are to be delivered and/or Services are to be performed;
- 4.3.11 ensure that the Goods and/or Services and Deliverables shall conform in all respects with the description set out in this Agreement and the Agreed Project, and that the Goods, Services and/or Deliverables shall be fit for the purpose that the Agency has expressly made known to the Supplier or that is implied by the nature of the Goods, Services and/or Deliverables;
- 4.3.12 provide all equipment, tools, vehicles, and other items required to provide the Goods and/or Services whether included within the Agreed Project or not;

4.3.13 ensure that the Deliverables, and all goods, materials, standards, and techniques used in providing the Goods and/or Services are of the highest quality and are free from defects in workmanship, installation, and design;

4.3.14 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Agency's premises and any third-party sites at which the Goods and/or Services may be provided from time to time as notified to the Supplier;

4.3.15 maintain statutory health and safety policies and procedures (and provide such policies and procedures to the Agency upon request) and, in addition, the Supplier shall not take any action putting the Agency or anyone else at risk;

4.3.16 hold all the Agency Materials in safe custody at its own cost and risk, maintain the Agency Materials in good condition until returned to the Agency or delivered to any third party nominated by the Agency in writing, and not dispose of or use the Agency Materials other than in accordance with the Agency's written instructions or authorization;

4.3.17 not do or omit anything which may cause the Agency to lose any license authority, consent, or permission on which it relies for the purposes of conducting its business;

4.3.18 notify the Agency in writing immediately upon the occurrence of a Change of Control of the Supplier; and

4.3.19 comply with any reasonable procedures notified to it in advance by the Agency for vetting and accreditation in respect of all Supplier Personnel employed or engaged in the provision of the Goods and/or Services and not use Supplier Personnel that do not pass such vetting and accreditation procedures to provide the Goods and/or Services.

4.4 The Agency shall have the right, in its absolute discretion, to require the Supplier not to use specified individuals employed or engaged by the Supplier, or by a subcontractor of the Supplier, in the supply of the Goods and/or Services; provided, however, that the Agency's exercise of such right shall not violate Applicable Laws.

4.5 The Agency shall:

4.5.1 provide the Supplier with reasonable access at agreed times to such premises as are required for the purpose of providing the Services and delivering the Deliverables;

4.5.2 co-operate with the Supplier in all matters relating to the Services and the Deliverables; and

4.5.3 provide such necessary information for the provision of the Services and delivery of the Deliverables as the Supplier may reasonably request.

5. KEY PERFORMANCE INDICATORS

5.1 The Supplier will perform the Services in accordance with the KPIs.

5.2 Failure to comply with the above quality standards shall entitle the Agency to deduct Service Credits from the Fees in accordance with the relevant Agreed Project. This remedy shall be non-exclusive and without limitation to the Agency's other rights and remedies in respect of such failure.

5.3 If the Supplier fails to meet any KPIs twice in any single Project or in two consecutive Projects, the Agency will be entitled to terminate this Agreement immediately upon written notice to the Supplier.

6. CONTRACT MANAGEMENT AND REPORTING

6.1 The Supplier shall appoint a Supplier Representative, and the Agency shall appoint an Agency Representative, each of whom shall act as the main point of contact between the Parties in respect of all day-to-day matters relating to the supply of the Goods and/or Services under each Agreed Project.

6.2 The Parties shall ensure that their respective Representatives meet at least annually to discuss the progress being made in relation to the Agreed Project, the provision of the Goods and/or Services, and any disagreements that may arise or have arisen.

6.3 The Supplier shall ensure that the Supplier Representative provides a status report for submission to the Agency in accordance with each Agreed Project detailing progress towards any milestones set out in the relevant Agreed Project and whether the Supplier has achieved the KPIs in the relevant period.

7. CHANGE ORDER PROCEDURE

7.1 Subject to Section 7.6, where the Agency or the Supplier sees a need to change an Agreed Project whether in order to include an additional service, function or responsibility to be performed by the Supplier for the Agency under this Agreement, to amend the Goods or Services or the KPIs attached to the Goods or Services or otherwise, the Agency may at any time request, and the Supplier may at any time recommend, such Change and a Change Request shall be submitted by the Party requesting/recommending (as applicable) the Change to the other. No Change shall be effective until a Change Request is agreed in writing (which shall include email) by the Project Representatives of both Parties.

7.2 Subject to Section 7.6, until such Change is made in accordance with Section 7.1, the Agency and the Supplier shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

7.3 Any discussions that may take place between the Agency and the Supplier in connection with a request or recommendation before the authorization of a resultant Change shall be without prejudice to the rights of either Party.

7.4 Any additional or changed Services or other work performed by the Supplier or Goods provided to the Agency that have not been agreed in accordance with the provisions of this Section 7 shall be undertaken entirely at the expense and liability of the Supplier.

7.5 Each Party shall bear its own costs in relation to compliance with this Section 7.

7.6 The provisions of Section 7 shall not apply to Changes to a Project as set out in Section 18.

8. DELIVERY, TITLE, AND RISK

8.1 The Supplier shall supply the Goods and/or Services in accordance with the instructions and date(s) specified in the Agreed Project. Time is of the essence for delivery of the Goods and Services.

8.2 The Supplier shall ensure that:

8.2.1 Goods are marked and delivered in accordance with the Agency's instructions, Applicable Laws, and requirements of the carrier and properly packed and secured to reach their destination in an undamaged condition in the ordinary course; and

8.2.2 each delivery of Goods is accompanied by a delivery note which shows the Purchase Order number, Purchase Order date, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.

8.3 Unless otherwise agreed by the Agency in writing, Goods shall be delivered during business hours with transportation charges and any other applicable charges pre-paid by the Supplier. The Supplier shall offload Goods at its own risk, as directed by the Agency and in accordance with any venue docking and/or offloading requirements.

8.4 The Agency and, if applicable, the Supplier shall inspect any Goods as soon as practicable following delivery and agree on an inventory of the quality and quantity delivered. The Agency shall not be liable for any damage found in the inspection. If the Agency in its reasonable opinion considers any of the Goods to be in unsuitable condition or of the wrong quantity either on delivery or subsequently, the Agency shall notify the Supplier, which shall promptly arrange the repair, correction or replacement of such Goods within 24 hours following the time the Agency so notifies the Supplier. If the Supplier has not fully repaired, corrected, or replaced (as appropriate) the Goods by the expiry of such 24-hour period, the Agency shall be entitled to enforce the Agency's remedies under Section 13 (Remedies).

8.5 Unless otherwise specified, the Supplier shall be responsible for installing, commissioning, and decommissioning any Goods.

8.6 The Agency shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery.

8.7 The Agency may revoke its acceptance of Goods after acceptance if:

8.7.1 Supplier has failed to seasonably cure non-conforming Goods; or

8.7.2 Agency accepted the Goods without having discovered the non-conformity due to difficulty in the discovery or latent defects.

8.7.3 Revocation of acceptance must occur within a reasonable time after the Agency discovers or should have discovered the ground for it and before any substantial change in the condition of the Goods which is not caused by their own defects.

8.7.4 Revocation of acceptance is not effective until the Agency notifies the Supplier. The Supplier shall give the Agency prior written notice of the delivery under this Agreement of any Goods having a hazard to the health and safety of persons or property, identifying those hazards and giving full details of any precautions to be taken by the Agency on the delivery of such Goods and their subsequent storage or handling. The Supplier shall notify the Agency in writing of all requirements and restrictions imposed by governmental and other authorities or persons relating to the possession, use or onward supply of the Goods.

8.8 Where the Agency is purchasing Goods:

8.8.1 title to the Goods shall pass to the Agency upon the earlier of delivery or the first payment by the Agency in respect of the Goods; and

8.8.2 risk in the Goods shall only pass to the Agency upon delivery of the Goods in accordance with this Agreement.

8.9 If title in the Goods passes to the Agency prior to delivery, the Supplier shall store the Goods separately and ensure that the Goods are fully insured until risk passes to the Agency.

8.10 Where the Agreed Project provides for Rented Goods:

8.10.1 The Supplier shall rent the Rented Goods to the Agency for the rental period specified in the Agreed Project (**Rental Period**).

8.10.2 Title to the Rented Goods shall remain with the Supplier.

8.10.3 The Supplier irrevocably permits the Agency and its contractors to use the Rented Goods in accordance with the manufacturer's instructions and recommendations during the Rental Period and subject to this Agreement and the Agreed Project.

8.10.4 The undertakings, representations and warranties set out in Section 4.3 shall apply to the Rented Goods.

8.10.5 If the Rented Goods do not comply with the provisions of Section 4.3, the Agency shall be entitled to require the Supplier to repair or replace the Rented Goods at the Supplier's expense within 2 Business Days or such shorter time as may be required by the Agency based on the Agreed Project and/or the Agency Client requirements.

8.10.6 If the Supplier does not deliver the Rented Goods as required by the Agreed Project by the commencement of the Hire Period or if the Supplier does not comply with Section 8.10.5, the Agency may obtain substitute equipment from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Agency in obtaining such substitute equipment and/or terminate the Agreed Project with immediate effect on written notice.

8.10.7 The risk of loss, theft or destruction of the Rented Goods shall pass to the Agency on completion of delivery until the due date for collection by the Supplier as set out in the Agreed Project or as subsequently agreed between the Parties.

8.10.8 The Agency shall have no liability or responsibility whatsoever for: (i) any loss or damage to, and any charges or other payments to the Supplier for, any property of the Supplier (including any Rented Goods) which occurs after the date due for collection by Supplier; or (ii) theft or loss of Rented Goods that are not the result of Agency's negligence.

8.10.9 The Agency shall not be liable to make any specified rental payments in connection with the Hire Goods in respect of the period between notifying the Supplier that the Hire Goods are defective and require repair or replacement and the Supplier completes the delivery of the repaired or replacement Hire Goods.

9. FEES AND PAYMENT

9.1 The Fees payable by the Agency in respect of each Agreed Project for Goods and/or Services shall be contained in the relevant Agreed Project.

9.2 The Supplier shall maintain complete and accurate records of the Services provided under this Agreement (including where the Fees are calculable on a time and materials basis, time sheets showing the hours worked by Supplier Personnel in respect of the provision of the

corresponding Services), sufficient to enable the Agency to verify the accuracy of any invoices submitted pursuant to this Agreement. The Supplier shall provide copies of such records to Agency upon request for verification purposes.

9.3 The Supplier will be responsible for (a) Supplier's out-of-pocket expenses, and (b) wages and ancillary employment related costs of Supplier Personnel used in the performance of Supplier's obligations under this Agreement and under the Agreed Projects. For the avoidance of doubt the Supplier will not be reimbursed separately for these expenses.

9.4 In consideration of the provision of the Goods and Services, the Agency shall pay the Fees to the Supplier in accordance with this Section 9.

9.5 The Agency and the Supplier may agree to volumetric discounts in respect of the Fees. If volumetric discounts apply, full details of the rebates will be agreed in writing by the Parties.

9.6 Prices are inclusive of all Taxes imposed by any Governmental Authority on any amounts payable by Agency under this Agreement. Supplier's invoices shall state all applicable Taxes, if any, imposed by a Governmental Authority and with a proper breakdown between taxable and non-taxable Goods and Services. If and to the extent any Tax is reduced or eliminated during the Term, Supplier shall reduce the Prices to fully reflect the Tax reduction or elimination.

9.7 The Supplier shall submit invoices for the Fees plus applicable Taxes to the Agency and the Agency shall pay such Fees by electronic wire transfer in accordance with the payment schedule set out in the Agreed Project to a bank account nominated in writing by the Supplier.

9.7.1 Any Taxes that are currently assessed or that may be assessed in the future are for Supplier's account, and Supplier must pay these Taxes. Supplier must timely remit all Tax payments to the appropriate Governmental Authority in each respective jurisdiction.

9.7.2 Each Party is entitled to any Tax refund or rebate granted, to the extent the refund or rebate is of Taxes that were paid by or on behalf of the Party.

9.7.3 If Agency provides a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax imposed by an applicable Governmental Authority, then Supplier must not invoice or pay this Tax unless and until the applicable Governmental Authority assesses this Tax, at which time Supplier shall invoice and Agency agrees to pay this Tax that is legally owed. Agency shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. Supplier agrees to remit in a timely manner all Taxes withheld to the appropriate Governmental Authority in each respective jurisdiction.

9.7.4 Supplier shall reimburse Agency for any claims by any jurisdiction relating to Taxes paid by Agency to Supplier, and for any penalties, fines, additions to Tax, or interest thereon imposed as a result of Supplier's failure to timely remit the Tax payment to the appropriate Governmental Authority in each respective jurisdiction. Supplier shall also reimburse Agency for any claims made by a taxing jurisdiction or Governmental Authority for penalties, fines, additions to Tax, and the amount of interest thereon imposed regarding Supplier's failure to invoice Agency for the correct amount of Tax.

9.7.5 The Parties agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes, and to provide reasonable notice and cooperation in connection with any audit by a Governmental Authority. Each Party shall, from time to time at the other Party's

request, furnish the other Party any direct pay or resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or similar information reasonably requested by the other Party.

9.8 Each Supplier invoice shall include the Purchase Order number and all supporting information reasonably required by the Agency. Failure to include a valid Purchase Order number on the invoice will result in processing the invoice being delayed until such time as a valid Purchase Order number is provided. The invoiced Fees shall not exceed the value of the Purchase Order (as amended if applicable).

9.9 Except as referenced above, the Agency shall pay all invoices that the Agency has determined are valid and all amounts thereon that are undisputed, and that are otherwise compliant in all respects with the Agreement, within 30 days of the date of receipt.

9.10 If the Agency fails to make any payment due to the Supplier under this Agreement by the due date, then the Agency shall pay interest on the overdue sum from the date 30 days after the Supplier notifies the Agency in writing that the payment is overdue until payment of the overdue sum, whether before or after judgment. Interest under this Section will accrue daily at 4% per annum above the base rate published by the Federal Reserve Bank from time to time, but at 4% per annum for any period when that base rate is below 0%.

9.11 In relation to payments disputed in good faith, interest under Section 9.10 is payable only after the dispute is resolved on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.

9.12 If Supplier fails to provide any Goods and/or Services in accordance with this Agreement, the Agency may withhold the Fees payable in connection with the relevant Goods and/or Services.

9.13 The Agency may, upon reasonable prior written notice, set off any amount owed by the Supplier against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Agency.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property Rights in the Deliverables shall vest in and remain the property of the Agency. The Supplier hereby assigns (or shall procure the assignment) to the Agency with full title guarantee, all existing and future Intellectual Property Rights in the Deliverables and of all materials fully embodying such rights permitted by law. If they do not vest automatically by operation of law or under this Agreement, the Supplier holds legal title in these rights in trust for the Agency. The Supplier shall take any action necessary in the Agency's opinion to vest all such Intellectual Property Rights in the Agency, and to enable the Agency to defend and enforce such Intellectual Property Rights. The Supplier shall, at the Agency's request, waive or procure a waiver of applicable moral rights.

10.2 To the extent required to enable the Agency or its successors or assignees to enjoy and receive the benefit of the Goods, Services and/or Deliverables, the Supplier hereby grants the Agency and its successors and assignees a perpetual, irrevocable, transferable and royalty free license (including the right to sub-license) to use all Supplier Materials. The Supplier undertakes to inform the Agency in writing of any intention to use Supplier Materials in connection with this Agreement (including the type and nature thereof, and the intended use to which they will be put) in suitable time prior to their use.

10.3 The Agency grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and use the Agency Materials for the term of the Agreement for the purpose of providing the Goods and/or Services to the Agency in accordance with this Agreement.

10.4 The Supplier hereby warrants that:

10.4.1 use by the Agency of the Goods and/or Services and the Deliverables shall not infringe the Intellectual Property Rights of any third party;

10.4.2 it has not, and shall not, grant or assign any rights of any nature in part or all the Deliverables to any third party; and

10.4.3 the Supplier has all the applicable permissions and licenses and has fulfilled any other relevant requirements required to provide to the Agency any Third-Party Material provided as part of the Goods and/or Services and that any Third-Party Material shall be appropriately flagged as such where not immediately identifiable. **Third-Party Material** shall mean materials provided to Supplier by a third party that include any intellectual property right or rights that are owned by the third party.

10.5 The Supplier acknowledges that the Agency may sub-license the rights granted in this Section 10 to any Agency Client.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement shall limit or exclude either Party's liability for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence, or for any liability that cannot legally be excluded or limited.

11.2 Nothing in this Agreement shall exclude or limit the Supplier's liability under Section 21 (Confidentiality), Section 22 (Data Protection), Section 24 (Freedom of Information and Transparency) or under the indemnities set out at Section 28.1 through Section 28.4.

11.3 Subject to Sections 11.1 and 11.2, neither Party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement for any indirect, special, or consequential losses or damage.

11.4 Subject to Sections 11.1 and 11.2, the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement for all other loss and damage shall in no circumstances exceed 200% of the Fees paid or payable under the Agreement.

11.5 Subject to Section 11.1, the Agency's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement shall in no circumstances exceed 100% of the Fees paid or payable (had the Agreement not been breached) under the Agreement.

12. INSURANCE

12.1 During the Term and for a period of six (6) years thereafter, Supplier shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage:

12.1.1 Commercial general liability with limits of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Supplier under this Agreement;

12.1.2 Worker's compensation with limits of no less than the greater of (i) \$1,000,000.00 or (ii) the minimum amount required by applicable law;

12.1.3 Commercial automobile liability with limits of no less than \$1,000,000.00 combined single limit for each occurrence involving personal injuries and/or property damage; and

12.1.4 Umbrella (excess) liability for the coverage in Section 12.1.1 and Section 12.1.3 with limits of no less than \$2,000,000.00.

12.2 Supplier shall ensure that all insurance policies required pursuant to Section 12.1:

12.2.1 be issued by insurance companies reasonably acceptable to Agency with a Best's Rating of no less than A-VII;

12.2.2 provide that such insurance carriers give Agency at least 30 days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Supplier has new insurance policies in place that meet the requirements of Section 12.1;

12.2.3 provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Agency shall be excess and non-contributory;

12.2.4 name Agency and the Agency Client, including, in each case, all successors and permitted assigns, as additional insureds; and

12.2.5 waive any right of subrogation of the insurers against Agency and the Agency Client.

12.3 Upon the written request of Agency, Supplier shall provide Agency with copies of the certificates of insurance and policy endorsements for all insurance coverage required by Section 12.1 and shall not do anything to invalidate such insurance.

13. REMEDIES OF THE AGENCY

13.1 If the Supplier is in breach of Section 4 or Section 8, the Agency may (as applicable and without liability to the Supplier arising out of such action and whether all or any part of the Goods and/or Services have been accepted by the Agency):

13.1.1 require the Supplier to prepare and submit to the Agency for the Agency's approval within such timeframes as the Agency shall require, a remediation plan setting out how, and the timetables by which, the Supplier will remedy the relevant failure(s), such remedy to be at the Supplier's sole cost;

13.1.2 require the Supplier, at the Supplier's expense, within 5 days after receipt of notice from the Agency or within 24 hours if during the agreed delivery period either: (i) to re-execute the Services; (ii) deliver replacement Goods; or (iii) to provide a full refund of the Fees (if paid);

13.1.3 refuse to accept any further deliveries or performance of the Goods and/or Services;

13.1.4 terminate the Agreed Project with immediate effect by giving written notice to the Supplier;

13.1.5 recover from the Supplier any expenditure reasonably incurred by the Agency in obtaining substitute Goods from another supplier;

13.1.6 carry out at the Supplier's expense, either on its own behalf or using a third party, any work reasonably necessary to make the Goods and/or Services comply with the Agreement; and/or

13.1.7 claim such damage as may have been incurred by the Agency because of the Supplier's breach of the Agreement.

13.2 Any remedy under the Agreement shall be without prejudice to any other right or remedy which has already accrued, or subsequently accrues, to the Agency, unless expressly agreed otherwise.

13.3 If the Agency exercises any right under Section 13.1 in respect of Goods, the Agency may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

14. TERMINATION

14.1 The Agency shall be entitled to terminate the Agreement without cause and without liability by giving the Supplier not less than 30 days prior written notice. If the Agency exercises its right to terminate the Agreement under this Section 14.1, any Agreed Projects will continue subject to the terms of this Agreement until the relevant Goods are delivered and/or Services are completed.

14.2 Without affecting any other right or remedy available to it, the Agency may terminate this Agreement together with all Agreed Projects with immediate effect by giving written notice to the Supplier if:

14.2.1 there is a change of Control of the Supplier; or

14.2.2 the Supplier's financial position deteriorates to such an extent that in the Agency's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;

14.2.3 the Supplier fails to comply with Applicable Laws; or

14.2.4 the Supplier commits a material breach of Section 4 or Section 8.

14.3 Without affecting any other right or remedy available to it, either Party may terminate the Agreement and all Agreed Projects with immediate effect by giving written notice to the other Party if:

14.3.1 the other Party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so, or, where the breach concerns Goods or Services being completed where time is of the essence, the Supplier fails to remedy that breach within a period of 3 hours after being notified in writing to do so;

14.3.2 the Company shall commence any case, proceeding, or other action (i) under any existing or future Applicable Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment,

winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Company shall make a general assignment for the benefit of its creditors; or

14.3.3 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.4 Following termination of the Agreement in accordance with this Agreement other than termination in accordance with Section 14.1, all Agreed Projects shall also terminate and the Agency's sole liability in respect of the Goods and/or Services shall be to pay the Supplier for any Fees relating to the provision of the Goods and/or Services that have been properly incurred by the Supplier in accordance with this Agreement prior to the date of termination, provided that the Supplier submits a valid invoice for such amount within 30 days of the termination date.

14.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

14.6 Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15. OBLIGATIONS ON TERMINATION

15.1 On termination of the Agreement the Supplier shall:

15.1.1 immediately deliver to the Agency any Confidential Information of the Agency and erase all of the Agency's Confidential Information from computer and communications systems and devices used by the Supplier, including such systems and data storage services provided by third parties (to the extent technically and legally practicable) provided that the Supplier may retain documents containing the Agency's Confidential Information to the extent required by law;

15.1.2 immediately deliver to the Agency all Deliverables (whether then complete) and any Agency Materials in the possession of the Supplier; and

15.1.3 if so requested by the Agency, provide all assistance reasonably required by the Agency to facilitate the smooth transition of the Services to the Agency or any replacement supplier appointed by it.

16. POST-TERMINATION RESTRICTIONS

16.1 To protect the legitimate business interests of the Agency, the Supplier covenants to the Agency that it shall not, except with the prior written consent of the Agency:

16.1.1 Subject to Section 16.1.3, employ or engage, or offer to employ or engage a Restricted Person for a period of twelve (12) months following termination of this Agreement.

16.1.2 For purposes of this Agreement, "Restricted Person" shall mean any firm, company or natural person hired or employed by the Agency on any Project for which the Supplier is providing the Services or Goods.

16.1.3 Notwithstanding Section 16.1.1, the Supplier may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

16.2 For a period of 6 months following the termination of this Agreement, the Supplier covenants to the Agency that it shall not, with respect to any Restricted Customer or the Agency Client, except with the prior written consent of the Agency:

16.2.1 attempt to undermine, contravene, circumvent, or compromise the Agency's relationship with any Restricted Customer or the Agency Client by making condescending, disparaging, dishonest, or misrepresentative statements to any Restricted Customer or the Agency Client about the Agency;

16.2.2 solicit or entice away (or attempt to solicit or entice away) from the Agency the business of the Agency Client or of any Restricted Customer;

16.2.3 be involved with the provision of goods or services to any Restricted Customer or the Agency Client (other than in connection with this Agreement); or

16.2.4 carry on, or be engaged, concerned, or interested in, or assist in any way, any business concern which is (or intends to be) in competition with the business of the Agency.

16.3 In the event of a breach of Section 16.1.1 that results in a Restricted Person leaving the Agency and being employed or engaged by the Supplier, the Supplier shall pay to the Agency by way of liquidated damages an amount equivalent to 6 months' salary of the Restricted Person.

16.4 The provisions in Section 16.3 shall be without prejudice to a Party's ability to seek damages or claim injunctive relief.

17. FORCE MAJEURE

17.1 For the purposes of this Section, **Force Majeure Event** means an event beyond the reasonable control of the affected party including act of God, fire, flood, hurricane, blizzard, storm and other abnormal weather conditions; war, riot, civil unrest, insurrection; terrorism; government order, law, or action; embargoes or blockades in effect on or after the date of this Agreement, but excluding failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services or any strikes or industrial dispute relating to the Supplier and/or its subcontractors or the negligence of or the lack of funds of the Supplier and its subcontractors but, for the avoidance of doubt, other than in respect of Section 18 (where pandemic shall be classified as a Force Majeure Event) it does not include any pandemic related event.

17.2 Neither Party shall be in breach of this Agreement or any Agreed Project nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement or any Agreed Project if such delay or failure results from a Force Majeure Event provided that such Party complies with the obligations set out in this Section 17. Save as provided in Section 17.5, a Force Majeure Event will not entitle either party to terminate the Agreement or any Agreed Project.

17.3 The party affected by the Force Majeure Event (**Affected Party**) shall immediately notify the other in writing of the matters constituting the Force Majeure Event and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure Event continues.

17.4 The Affected Party shall take all reasonable steps available to it to minimize its effects on the performance of its obligations under this Agreement or any Agreed Project.

17.5 If the Force Majeure Event continues for longer than fifteen days the Agency may, whilst the Force Majeure Event continues, immediately terminate this Agreement or the relevant Agreed Project by written notice to the Supplier, on a date to be specified in that notice.

18. PROJECT DELAYS AND CANCELLATION

18.1 Where the timing of the Project changes and/or preparations for the Project are delayed for any reason, the Agency may review the timeline for delivery or performance of the Services and any date (**Key Date**) which is set out or defined in the Agreed Project which is relevant to the delivery or performance of the Services.

18.2 Subject to Section 18.3, the Agency may in its sole discretion, because of any changes to Key Dates which arise out of the Agency's review under Section 18.1, and subject to giving the Supplier at least 1 month's written notice:

18.2.1 extend the Agreed Project by a period of up to 12 months from the date of expiry of the Agreed Project;

18.2.2 revise any dates for payment of the Fees provided that such dates shall only be revised as is reasonably necessary to address any delays to Key Dates resulting from the change.

18.3 In the event that the Agency exercises its discretion under Section 18.2 to extend the Agreed Project, the Parties shall consider what consequential amendments are needed including, without limitation, any variations to the KPIs, milestone dates for performance or delivery of Services under the Agreed Project and any increase or decrease in the Fees (with any increase in the Fees being limited to the relevant increase in the Consumer Price Index or subject to increases in the minimum wages payable in the applicable jurisdiction). If the Parties are unable to agree to consequential amendments to the Agreed Project, the Agency shall be entitled to terminate the Agreed Project immediately on written notice.

18.4 If a Cancellation Event occurs, then the Agency shall be entitled to terminate the relevant Agreed Project immediately on written notice. Upon termination of the relevant Agreed Project following any cancellation of the Project, the Agency shall pay the Supplier for any costs relating to the provision of the Goods and/or Services that have been properly incurred by the Supplier in accordance with this Agreement and the relevant Agreed Project prior to the date of termination but shall have no further liability to the Supplier.

18.5 The Supplier acknowledges that the adverse effects of a pandemic or other circumstances (including those circumstances set out in the definition of Cancellation Event) may result in the Agency needing to omit or remove work from an Agreed Project, rather than the Agency terminating an Agreed Project. For the avoidance of doubt, the Supplier agrees to such reduction in scope and shall not in any circumstances be entitled to recover or otherwise make a claim against the Agency in respect of loss of profit or loss of opportunity in respect of any commensurate reduction in the Fees where the scope of the Goods and/or Services is reduced.

19. MARKETING AND BRANDING

19.1 Where required by the Agency (either in written correspondence and/or the Agreed Project) the Supplier shall ensure that all Supplier Personnel wear clothing branded with the Agency branding (which shall be provided by the Agency) whilst providing the Services on any site. In

circumstances where the Agency does not provide branded clothing, the Supplier shall ensure that Supplier Personnel shall not wear clothing displaying branding belonging to any competitor of the Agency and shall wear compliant personal protection equipment fit for the purpose (provided by the Supplier) as agreed from time to time.

19.2 The Supplier will not publish, refer to, comment upon, acknowledge or announce any Goods, Services or Deliverables completed in accordance with this Agreement or the name or any trademarks of the Agency, without the express consent in writing of a Director of the Agency.

20. SUBCONTRACTING

20.1 The Supplier may not without the Agency's prior written approval assign, novate, transfer, sublicense, subcontract, charge or otherwise deal in this Agreement or any Agreed Project or any of its rights or obligations arising pursuant to this Agreement or any Agreed Project (in whole or in part). Where any such approval is granted the Supplier shall remain liable to the Agency for the performance of all of its obligations under this Agreement or the relevant Agreed Project and the Supplier shall include in any sub-contracts (i) the same payment terms as are set out in Section 9 (Fees) and (ii) the right of the Supplier to terminate the sub-contract if the sub-contractor fails to comply with Applicable Laws. The Supplier will provide the Agency with the details of each sub-contractor in its response to the RFP. Any changes to the sub-contractors notified to and approved by the Agency must be pre-approved in writing by the Agency.

21. CONFIDENTIALITY

21.1 Each Party shall always keep any Confidential Information of the other Party secret and confidential and shall not at any time during the period of this Agreement and for a period of five years after termination of the Agreement, disclose any Confidential Information to any third party, except as permitted by Section 21.2.

21.2 Each Party may disclose the other Party's Confidential Information:

21.2.1 to its employees, officers, representatives, agents, subcontractors, and advisers who need to know such information for the purposes of conducting the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other Party's Confidential Information comply with this Section 21.2; and

21.2.2 as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority and shall promptly inform the other Party of the request in sufficient time so that the other Party may respond to and quash the request for Confidential Information. The disclosing Party shall provide the other Party with any disclosures made in response thereto.

21.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

21.4 Each Party shall establish and maintain adequate security measures to safeguard the Confidential Information of the other Party from unauthorized access or use which shall include the use of industry-standard encryption protocols to protect all Confidential Information in transit and at rest, including but not limited to:

21.4.1 **In Transit:** Confidential Information must be encrypted using protocols such as TLS 1.2 or higher.

21.4.2 **At Rest:** Confidential Information must be encrypted using algorithms such as AES-256 or equivalent.

21.4.3 **Access Control and Key Management:** Each Party must implement strict access controls to ensure only authorized personnel can access encrypted data and such controls and access shall be reviewed on a regular basis.

21.5 The Agency and the Supplier acknowledge that the Agency Client shall have the right to publish the Agency's compliance with its obligation to pay undisputed invoices within the specified payment period.

22. DATA PROTECTION

22.1 The following definitions and rules of interpretation shall apply in this Section 22:

"Authorized Employees" means Supplier's employees who have a need to know or otherwise access Personal Information to enable Supplier to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; and (ii) Supplier's contractors, agents, representatives, own service providers, and auditors who have a need to know or otherwise access Personal Information to enable Supplier to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

"Highly Sensitive Personal Information" means an individual's (i) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (iii) biometric, genetic, health, medical, or medical insurance data; (iv) geolocation data; or (v) information regarding their racial or ethnic origin, religious beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

"Personal Information" means information provided to Supplier by or at the direction of Agency, information that is created or obtained by Supplier on behalf of Agency, or information to which access was provided to Supplier by or at the direction of Agency, in the course of Supplier's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in each case including all Highly Sensitive Personal Information. Agency's business contact information is not by itself deemed to be Personal Information.

"Security Breach" means any event that compromises either the security, confidentiality, availability, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards that relate to the protection of the security, confidentiality,

availability, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Supplier (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy and data security practices.

22.2 Standard of Care.

22.2.1 Supplier acknowledges and agrees that, during its engagement by Agency, Supplier may create, receive, or have access to Personal Information. Supplier shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.

22.2.2 For purposes of this Agreement, Personal Information is deemed to be Confidential Information of Agency and is not Confidential Information of Supplier.

22.2.3 In recognition of the foregoing, Supplier agrees and covenants that it shall:

(a) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, alteration, loss, or disclosure;

(b) not create, collect, receive, access, or use Personal Information in violation of law or this Agreement;

(c) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Supplier's own purposes or for the benefit of anyone other than Agency without Agency's prior written consent; and

(d) not, directly or indirectly, disclose or provide access to Personal Information to any person other than its Authorized Employees and/or Authorized Persons without Agency's prior written consent unless and to the extent required by Governmental Authorities or as otherwise expressly required by applicable law, in which case Supplier shall (i) use best efforts and to the extent permitted by applicable law notify Agency before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Agency for the actions and omissions of such party concerning the treatment of such Personal Information; and (iii) require the party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

22.3 Information Security.

22.3.1 Supplier represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

22.3.2 Supplier shall implement and maintain at all times a written information security program including appropriate policies, procedures, and risk assessments sufficient to ensure the confidentiality, integrity, and availability of Personal Information and of the Supplier's systems used to process Personal Information, and to ensure compliance with applicable

privacy and data security laws and industry-accepted information security practices. Supplier shall review this written program and its measures at least annually.

22.3.3 Without limiting Supplier's obligations under Section 22.3.1, Supplier shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices (including the NIST Cybersecurity Framework, ISO/IEC 27001, and other applicable industry standards for information security), and shall ensure that all such safeguards comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

22.3.4 If, in the course of its engagement by Agency, Supplier has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, Supplier shall at all times remain in compliance with the Payment Card Industry Data Security Standard (PCI DSS) requirements.

22.3.5 At a minimum, Supplier's safeguards for protecting Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees and/or Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls, including the use of phishing-resistant multifactor authentication for access to any Highly Sensitive Personal Information; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information when transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Supplier or its other customers; (ix) conducting risk assessments, penetration testing, and vulnerability scans; (x) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Supplier's employees.

22.4 Security Breach Procedures.

22.4.1 Supplier shall notify Agency of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after Supplier becomes aware of it, and shall provide Agency with the name and contact information for a primary security contact available twenty-four (24) hours per day, seven (7) days per week.

22.4.2 Immediately following Supplier's notification to Agency of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Supplier agrees to fully cooperate with Agency in Agency's handling of the matter, including assisting with any investigation, providing Agency with physical access to the facilities and operations affected, facilitating interviews with Supplier's employees and others involved in the matter, and making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law.

22.4.3 Supplier shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach. Supplier shall reimburse Agency for all reasonable costs incurred by Agency in responding to and mitigating damage caused by any Security Breach.

22.4.4 Supplier agrees that it shall not inform any third party of any Security Breach until it has notified Agency and the Parties have collaborated on the response.

22.5 Upon Agency's written request or upon the termination or expiration of this Agreement for any reason, Supplier shall promptly return to Agency all copies of Personal Information in its possession, or securely dispose of all such copies, and certify in writing to Agency that such Personal Information has been returned or disposed of securely.

22.6 Supplier's failure to comply with any of the provisions of this Section 22 is a material breach of this Agreement. In such event, Agency may terminate the Agreement effective immediately upon written notice to the Supplier.

23. EMPLOYMENT CLASSIFICATION AND TAX OBLIGATIONS

23.1 The Supplier shall be fully responsible for and shall indemnify the Agency for and in respect of any employment related tax or assessment (howsoever arising or assessed) and any other employment related liability, deduction, contribution, assessment or claim arising from or made in connection with this Agreement, the provision of any Services pursuant to this Agreement or any payment or benefit received by any person engaged by the Supplier to perform the Services.

23.2 The Supplier shall further indemnify the Agency against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Agency in connection with or in consequence of any such liability, deduction, contribution, assessment, or claim.

23.3 The Supplier shall correctly classify all workers used to provide Services hereunder, including exempt versus non-exempt, and shall bear all responsibility for any fines, penalties, or assessments arising out of misclassification.

23.4 In the event that Supplier hires any independent contractors to provide Services hereunder, Supplier shall enter into separate independent contractor agreements that shall include, at a minimum, the criteria for establishing such workers' classification as an independent contractor as provided by Applicable Law, responsibility for the payment of taxes and other assessments by the independent contractor, clear conspicuous language that the independent contractor is not entitled to any benefits that Supplier offers to its employees, clear and conspicuous language that the worker is not covered by Supplier's workers compensation insurance, work for hire provisions establishing that any intellectual property developed by the worker in the course of its engagement shall be owned by Supplier, and confidentiality provisions consistent with Supplier's Confidential Information obligations under this Agreement. Supplier shall use all reasonable endeavors to avoid engaging any independent contractors for the provision of Services.

24. FREEDOM OF INFORMATION AND TRANSPARENCY

24.1 The Supplier acknowledges that the Agency Client may be subject to applicable state or federal regulations concerning freedom of information and environmental impact, and that in such circumstances the Agency has certain obligations to the Agency Client relating to such regulations.

24.2 The Supplier shall (and shall procure that its sub-contractors (if any)) shall:

24.2.1 provide all necessary assistance and cooperation as reasonably requested by the Agency to enable the Agency to comply with its obligations to the Agency Client under the Applicable Laws; and

24.2.2 transfer to the Agency any requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt.

24.3 The Supplier acknowledges that the Agency may be required under Applicable Laws to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The Agency shall notify the Supplier of any requests for commercially sensitive information that it receives related to Supplier, to the extent that it is permissible and reasonably practical for it to do so. The Agency shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the Applicable Laws.

25. EQUALITY, SOCIAL VALUES AND MODERN SLAVERY

25.1 The Supplier shall ensure that it, and its agents, representatives and sub-contractors who provide Goods or Services in connection with this Agreement shall always comply with Applicable Laws, including State and Federal laws related to all forms of discrimination and harassment in the workplace.

25.2 The Supplier shall, to the extent applicable and upon Agency's written request, use such tool as is requested and supplied by the Agency to monitor compliance with the Agency's sustainability requirements as notified to the Supplier and upload any relevant information requested by the Agency.

25.3 In performing its obligations under this Agreement, the Supplier shall take such steps as are reasonably necessary to ensure that there is no slavery or human trafficking in Supplier's supply chain.

25.3.1 In the event that Supplier becomes aware of any actual or suspected slavery or human trafficking in its supply chain, Supplier shall notify the Agency in writing (setting out full details of the relevant circumstances) as soon as it becomes aware of any such circumstances that have a connection with this Agreement or the Agreed Project; and

25.3.2 Supplier shall include in its contracts with its agents, representatives, and sub-contractors anti-slavery and human trafficking provisions that are at least as onerous as those contained herein.

25.4 The Supplier represents and warrants to the Agency that, as of the date of this Agreement, neither the Supplier nor any of its personnel:

25.4.1 has been convicted of any offense involving slavery and human trafficking anywhere in the world; and/or

25.4.2 so far as the Supplier is aware, having made all reasonable enquiries, is or has been notified that they may be the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense of, or in connection with, slavery and human trafficking.

25.5 The Supplier shall inform the Agency promptly if there is any change to the representations and warranties set out in Section 25.4, material or otherwise.

25.6 The Supplier shall maintain a complete set of records of all documentation and materials provided to the Agency in connection with the Agreement and shall implement procedures for its own personnel, suppliers, sub-contractors, and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. The Supplier shall make records available for the Agency upon reasonable request and shall notify the Agency as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

25.7 The Agency may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach or suspected breach of Sections 25.3 to 25.6.

25.8 Any breach by the Supplier of Sections 25.3 to 25.6 shall be deemed a material breach of this Agreement which is incapable of remedy.

26. CORRUPT GIFTS OR PAYMENTS

For the purposes of this Section 26, "**Relevant Requirements**" means all Applicable Laws relating to bribery, corruption, and fraud, including the Foreign Corrupt Practices Act of 1977 (**FCPA**) and the UK Bribery Act 2010 (**Bribery Act**), and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

26.1 Supplier, and to its best knowledge, its shareholders, directors, officers, members, managers, partners, limited partners, employees, agents, representatives and anyone acting on its behalf (collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the FCPA and the Bribery Act (collectively, the "**Anti-Bribery Laws**").

26.2 Neither Supplier, nor to its best knowledge any of its Representatives has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any Government Official, person or entity for the purpose of influencing any act or decision of such Government Official or person or entity in their official capacity, or inducing such Government Official or person or entity to use their influence or position to obtain or retain business for, direct business to, or secure an improper advantage for Supplier.

26.3 Supplier has adopted and maintains adequate policies, procedures, and controls to ensure compliance with all Anti-Bribery Laws, including policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel. Supplier will provide Agency a copy of its anti-bribery policy upon request.

26.4 For purposes of this Agreement:

26.4.1 "**Close Family Member**" means (i) the individual's spouse; (ii) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (iii) the spouse of any persons listed in subcategory (ii); and (iv) any other person who shares the same household with the individual.

26.4.2 "**Government Entity**" means (i) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (ii) any political party; (iii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (ii); or (iv) any international organization, such as the United Nations or the World Bank.

26.4.3 "**Government Official**" means (i) any director, officer, employee, agent, or representative of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) any political party, political party official, or political party employee; (iii) any candidate for public or political office; (iv) any royal or ruling family member; or (v) any agent or representative of any of those persons listed in subcategories (i) through (iv).

27. STEP-IN RIGHTS

27.1 On the occurrence of a Step-In Trigger Event, the Agency and/or the Agency Client may serve notice on the Supplier (a "**Step-In Notice**") that it will be acting under Section 27, either itself or with the assistance of a third party. The Step-In Notice shall set out:

- (a) the action the Agency and/or the Agency Client wishes to take and the Goods and/or Services that it wishes to control or otherwise supervise (the "**Required Action**");
- (b) the Step-In Trigger Event that has occurred and whether the Agency and/or the Agency Client believes that the Required Action is due to the Supplier's default;
- (c) the date on which the Agency and/or the Agency Client wishes to commence the Required Action;
- (d) the time which the Agency and/or the Agency Client believes will be necessary for the Required Action;
- (e) whether the Agency and/or the Agency Client will require access to the Supplier's premises; and
- (f) to the extent practicable, the impact that the Agency and/or the Agency Client anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

27.2 Following service of a Step-In Notice, the Agency and/or the Agency Client shall:

- 27.2.1 take the Required Action set out in the Step-In Notice and any consequential additional action that it reasonably believes is necessary to achieve the Required Action;
- 27.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;
- 27.2.3 co-operate wherever reasonable with the Supplier to enable the Supplier to continue to provide the Services in relation to which the Agency is not assuming control; and
- 27.2.4 act reasonably in mitigating the cost that the Supplier will incur because of the exercise of the rights of the Agency and the Agency Client under this Section 27.

27.3 For so long as and to the extent that the Required Action is continuing:

- 27.3.1 the Supplier shall not be obliged to provide the Services to the extent that it is the subject of the Required Action, though the Supplier shall remain liable for the supply of the Goods and/or Services (even those being performed as part of the Required Action) as though they were supplied by the Supplier;
- 27.3.2 no deductions shall be applicable in relation to the Fee in respect of Goods and/or Services that are the subject of the Required Action; and

27.3.3 the Agency shall pay to the Supplier the Fee after subtracting any applicable deductions and the Agency's and/or the Agency Client's costs of taking the Required Action.

27.4 Before ceasing to exercise its step-in rights under Section 27, the Agency and/or the Agency Client shall deliver a written notice to the Supplier (a "**Step-Out Notice**"), specifying the Required Action it has taken and the date on which the Agency plans to end the Required Action (the "**Step-Out Date**") subject to the Agency being satisfied with the Supplier's ability to resume the supply of the Goods and/or Services and the Supplier's plan.

27.5 The Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days (or twenty-four (24) hours if within ten (10) Working Days of the start of the Project or during the Project) prior to the Step-Out Date, develop for the Agency's and/or the Agency Client's approval a draft plan (a "**Step-Out Plan**") relating to the resumption by the Supplier of the Services.

27.6 The Supplier shall bear its own costs in connection with any step-in by the Agency and/or the Agency Client under Section 27, provided that the Agency shall reimburse the Supplier's reasonable additional costs and expenses incurred directly because of any step-in action taken by the Agency under Subsections (b) or (c) of the definition of a Step-In Trigger Event, or under Subsections (d) and (e) of the definition of a Step-In Trigger Event insofar as the primary cause of the Agency serving the Step-In Notice is identified as not being the result of the Supplier's Default.

27.7 The exercise by the Agency of its rights under this Section 27 is without prejudice to its other rights or remedies, including any right to terminate this Agreement.

28. INDEMNIFICATION

28.1 The Supplier shall indemnify the Agency and the Agency Client (the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), that are incurred by the Indemnified Party arising out of or related to any third-party claim alleging:

28.1.1 breach or non-fulfillment of any provision of this Agreement by Supplier or Supplier Personnel;

28.1.2 any negligent or more culpable act or omission of Supplier or Supplier Personnel in connection with the performance of its obligations under this Agreement;

28.1.3 any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Supplier or Supplier Personnel;

28.1.4 any failure of Supplier or Supplier Personnel to comply with any Applicable Laws in the performance of its obligations under this Agreement;

28.1.5 any damage to property (including but not limited to sites at which the Services are provided) and their contents caused by the negligence of the Supplier or Supplier Personnel;

28.1.6 any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use, sub-licensing or onward supply of the Goods, Services or Deliverables by the Agency, each HNG Affiliate, and/or the Agency Client; and

28.1.7 breach by the Supplier of any of its covenants, warranties, or representations made herein, or in the performance of any of Supplier's obligations hereunder.

28.2 Indemnified Party shall give notice to Supplier (a "**Claim Notice**") within ten Business Days after obtaining knowledge of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section 28.1. Indemnified Party's failure to provide a Claim Notice to Supplier does not relieve Supplier of any liability that Supplier may have to Indemnified Party, but in no event shall Supplier be liable for any Losses that result directly from a delay in providing a Claim Notice which delay prejudices the defense of the related third-party claim.

28.3 Notwithstanding anything to the contrary in Section 28.1, Indemnified Party may select its own legal counsel to represent its interests, and Supplier shall reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred, and remain responsible to Indemnified Party for any Losses indemnified under Section 28.1.

28.4 Supplier shall give prompt written notice to Indemnified Party of any proposed settlement of a claim that is indemnifiable under Section 28.1. Supplier may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

29. AUDIT, TRANSPARENCY AND PROVISION OF INFORMATION

29.1 Upon a request from the Agency where the Agency Client requires it, the Supplier will provide full transparency to the Agency in relation to: the way in which the Fees are calculated; the Supplier's costs broken down against each Service and/or Deliverable including actual capital expenditure; and the Supplier's actual profit (collectively, "**Agreed Project Data**"). The Supplier accordingly shall maintain and retain the Agreed Project Data for the Term and for a period of 7 years following the end of the Term, and disclose the Agreed Project Data to the Agency on request.

29.2 The Supplier shall maintain complete and accurate books and records relating to this Agreement (including the Agreed Project Data) and shall allow the Agency and/or its agents to access, inspect and audit the Supplier's records, accounts and other relevant information and premises (including the making and removal of copy documents) at reasonable times on reasonable prior notice and solely to assess compliance with the terms of this Agreement. Where the Agency Client, a governmental authority or a regulator requires such access, inspection or audit, Supplier shall allow such inspection or audit at any time and there shall be no limit to the number of such inspections or audits that can be undertaken. The Agency will pay the costs of any audits unless any discrepancy is revealed by an audit in which case Supplier will pay the costs.

30. SEVERANCE

If a provision of this Agreement is, becomes or is found to be illegal, invalid, or unenforceable (in whole or in part), such provision shall be deemed severed, and the legality, validity, and enforceability of the remainder of this Agreement shall not be affected.

31. NOTICES

31.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

31.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other Party; or

31.1.2 sent by email to the address specified in the Agreement Details.

31.2 Unless proven otherwise, any notice shall be deemed to have been received:

31.2.1 if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee;

31.2.2 if sent by pre-paid first-class post, on the fifth (5th) day after posting, and if sent by other next working day delivery service, on the second Business Day after posting; or

31.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Section 31.2.3, business hours are 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31.3 This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

32. ENTIRE AGREEMENT

32.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

32.2 Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement, provided that nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

33. MODIFICATION

33.1 Subject to Section 33.2, no modifications to this Agreement shall be effective unless in writing and signed by both Parties (or their authorized representatives).

33.2 Section 33.1 shall not apply to modifications to the Agreed Project as set out in Section 7 or Section 18.

34. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36. THIRD PARTY RIGHTS

36.1 Unless expressly stated herein otherwise, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

36.2 The Agency Client may enforce any term of this Agreement against the Supplier.

36.3 The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

37. NO WAIVER

A waiver by either party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Waivers of any rights or remedies under this Agreement may only be given, and shall only be effective when given, in writing and no failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy.

38. ASSIGNMENT AND TRANSFER

The Agency may assign, novate, transfer or otherwise deal in this Agreement and its rights and obligations hereunder as it sees fit in its sole discretion from time to time and by entering into this Agreement the Supplier hereby consents to any novation of this Agreement from the Agency to the Agency Client.

39. GOVERNING LAW AND DISPUTE RESOLUTION

39.1 If any dispute arises between the parties out of, or in connection with, this Agreement, the matter shall be referred to the Supplier Representative and the Agency Representative who shall use reasonable endeavors to resolve it.

39.2 If the dispute is not resolved within 14 days of the referral being made under Section 39.1, it will be referred to the finance director of the Agency (Email: accountsUSA@identityglobal.com) and a director of equivalent standing at the Supplier who will use their reasonable endeavors to resolve the dispute within 14 days of referral under this Section 39.2.

39.3 The Parties may, if unable to resolve the dispute under Sections 39.1 or 39.2, submit the dispute to any mutually agreed mediation service for confidential mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

39.4 The Parties agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

39.5 If the dispute is not resolved through mediation within sixty (60) days of initiation (or such longer period as the Parties may agree in writing), the dispute shall be finally resolved by binding arbitration administered by JAMS or ADR in accordance with their respective Commercial

Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator experienced in commercial transactions and selected in accordance with such rules. The arbitration shall take place in Wilmington, Delaware, and shall be conducted in the English language.

39.6 Judgment on the arbitral award may be entered in any court with jurisdiction. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could award, including equitable relief, but shall not have the authority to award punitive or exemplary damages unless expressly permitted by statute.

39.7 Nothing in this clause shall prevent either Party from seeking provisional or interim injunctive relief from any court of competent jurisdiction, including to preserve the status quo or to protect trade secrets or confidential information, pending the outcome of the mediation or arbitration.

39.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The Parties consent to exclusive jurisdiction and venue for such provisional relief in the state and federal courts located in Wilmington, Delaware.

These Terms and Conditions are issued by Identity Events Management Inc., 2091 Business Center Drive, Suite 150, Irvine, CA 92612, USA.

Procurement enquiries: procurement@identityglobal.com

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