

Other Group brands include:



THIS AGREEMENT is made up of the following:

- (a) Part 1 - Application of These Termss
- (b) Part 2 - Terms and Conditions
- (c) Part 3 - Schedules

PART 1 - APPLICATION OF THESE TERMSS

These Global Terms and Conditions (the "Terms") govern the supply of Goods and/or Services to the Purchaser by the Supplier in any case where no valid, signed Framework Agreement or other specific written contract between the Purchaser and the Supplier applies to that supply. In particular: these Terms apply automatically and by default to any such supply, irrespective of whether the Supplier has been issued with a Purchase Order by the Purchaser in respect of the relevant Goods and/or Services; and these Terms are intended to act as a catch-all, applying to any supply of Goods and/or Services between the Parties that has not otherwise been captured by a specific signed contract, including where no Purchase Order, Framework Agreement or other written agreement has been put in place. These Terms also operate as a single position covering all members of the Identity Group and all trading entities within the Supplier Group, without the need for a separate agreement to be entered into by individual entities of either Party. Where the Purchaser and the Supplier have entered into a separate signed Framework Agreement or other specific written contract expressly covering the relevant Goods and/or Services, that agreement shall prevail over these Terms to the extent of any inconsistency.

Acceptance. The Supplier accepts and is bound by these Terms on the earliest to occur of: (a) the Supplier accepting or acknowledging a Purchase Order; (b) the Supplier commencing the supply of any Goods and/or Services to the Purchaser; (c) the Supplier submitting an invoice to the Purchaser in respect of any Goods and/or Services; and (d) the Supplier indicating its acceptance of these Terms by any means made available by the Purchaser, including electronically. No signature is required for these Terms to take effect.

Applicable Jurisdiction. The Applicable Jurisdiction is the jurisdiction stated in the relevant Purchase Order. Where no jurisdiction is stated, the Applicable Jurisdiction is the jurisdiction of incorporation of the member of the Identity Group that is the Purchaser for the relevant supply. Where that jurisdiction is not one of the United Kingdom/Europe, the United States of America, the United Arab Emirates, the Kingdom of Saudi Arabia or Australia, the Applicable Jurisdiction shall be the United Kingdom/Europe.

Versions. These Terms are published at <https://identityglobal.com/terms-of-business>. The Purchaser may amend these Terms from time to time by publishing an updated version at that location. The version in force at the date a Purchase Order is issued (or, where no Purchase Order is issued, at the date supply commences) shall govern that supply. Each version is identified by version number and effective date, and superseded versions are available from the Purchaser on request.

PART 2 - 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

Purchaser: Identity Events Management Limited and/or any member of the Identity Group, and a reference to the Purchaser includes the particular member of the Identity Group that issues a Purchase Order or on whose behalf the Goods and/or Services are supplied. This Agreement is entered into for the benefit of each member of the Identity Group, each of which may rely on and enforce its terms, and the Supplier shall not be required to enter into a separate framework agreement with any individual member of the Identity Group.

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

Purchaser Materials: all materials, equipment and tools, software, systems and platforms (including any access rights, licences, log-in credentials and related documentation), drawings, specifications, data and information supplied or made available by the Purchaser to the Supplier in connection with this Agreement.

AI Tools: means software applications or platforms that utilise artificial intelligence and/or machine learning techniques to perform specific tasks or solve particular problems.

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

Applicable Jurisdiction: the jurisdiction determined in accordance with Part 1 (Application of These Terms).

Applicable Laws: all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in the Applicable Jurisdiction.

Authorised Representative: means the individual nominated per Project by each Party to act as its primary point of contact for the purposes of agreeing Changes to Purchase Orders under Clause 7, as notified to the other Party in writing at the point of engagement or as updated by written notice from time to time.

Authorised Signatory: in relation to a Party, means a director (or equivalent officer) of that Party, or any other individual authorised to bind that Party under a board resolution, power of attorney or other written authority, a copy of which shall be provided to the other Party on reasonable request, or under other legal authority.

Business Day: shall mean:

- (a) **For UK/Europe:** a day other than a Saturday, Sunday or public holiday when banks in London are open for business
- (b) **For USA:** a day other than a Saturday, Sunday or a Federal legal holiday in the United States, and when banks are open for business
- (c) **For UAE:** a day other than a Saturday, Sunday or public holiday, when banks in the UAE are open for business
- (d) **For KSA:** a day other than a Friday, Saturday or public holiday, when banks in Saudi Arabia are open for business

- (e) **For Australia:** a day other than a Saturday, Sunday or public holiday, when banks in the Australian Capital Territory are open for business

Cancellation Event: shall occur when:

- (a) the Purchaser Client notifies the Purchaser that it is for any reason, including related to Force Majeure or Pandemic, cancelling the Project;
- (b) the Purchaser Client notifies the Purchaser 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 Purchaser Client notifies the Purchaser that it intends to postpone the Project and the Purchaser is unable to accommodate the re-scheduled dates.

Change: means any change to a Purchase Order, including to any of the Goods, Services, Key Dates, KPIs or Fees under it. For the avoidance of doubt, a Change does not include, and the Change Control Procedure may not be used to effect, any variation to the Terms and Conditions in Part 2 of this Agreement, which may be varied only in accordance with Clause 34 (No Variation).

Change Request: means a request submitted by an Authorised Representative to effect a Change, setting out the detail of the Change and any impact of the Change on the Goods and/or Services, any Key Dates and the Fees.

Commencement Date: the earlier of (a) the date of the first Purchase Order issued to the Supplier under these Terms, and (b) the date on which the Supplier first supplies any Goods and/or Services to the Purchaser.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of a Party for the time being confidential to that Party and trade secrets including, without limitation, technical data and know-how relating to the business of that Party or of any Group company or any of their suppliers, customers (including the Purchaser 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: in respect of any supply, the details set out in the relevant Purchase Order and, where applicable, in the Supplier's onboarding record held by the Purchaser.

Change of Control: has the meaning assigned to it in the applicable Jurisdiction Schedule (Schedule A-1, A-2, A-3, A-4 or A-5) for the Applicable Jurisdiction.

Control: has the meaning assigned to it in the applicable Jurisdiction Schedule (Schedule A-1, A-2, A-3, A-4 or A-5) for the Applicable Jurisdiction, and "**Controlling**", "**Controlled by**", "**Common Control**" and "**under Common Control with**" shall be construed accordingly.

Data Protection Laws: means the data protection and privacy laws applicable in the Applicable Jurisdiction, including:

- (a) For UK/Europe: the UK General Data Protection Regulations (The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), Data Protection Act 2018, and Privacy and Electronic Communications Regulations 2003 as amended or replaced from time to time;

- (b) For USA: applicable U.S. federal and state privacy laws including CCPA, as amended or replaced from time to time
- (c) For UAE: the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL) and any implementing regulations, guidance or other applicable UAE data protection and privacy legislation as amended or replaced from time to time.
- (d) For KSA: the Personal Data Protection Law (PDPL) and regulations issued by SDAIA, as amended or replaced from time to time.
- (e) For Australia: the Privacy Act 1988 (Cth) (including the Australian Privacy Principles and the Notifiable Data Breaches scheme) and any applicable State or Territory privacy legislation, as amended or replaced from time to time.

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 Purchase Order.

Fees: the charges payable by the Purchaser for the supply of the Goods and/or Services by the Supplier as set out in the relevant Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3.

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

Generative AI Tools: means software applications or platforms that utilise artificial intelligence and or machine learning techniques to perform specific tasks or solve particular 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: means the goods specified in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3, as varied by any Change agreed in accordance with Clause 7 (Change Control Procedure).

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

Identity Group: Identity Events Management Limited, together with each of its subsidiaries, subsidiary undertakings and holding companies from time to time and each subsidiary of any such holding company from time to time; and "member of the Identity Group" shall be construed accordingly.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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, in each case whether registered or unregistered and 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.

Jurisdiction Schedule: means the schedule in Part 3 corresponding to the Applicable Jurisdiction:

- (a) Schedule A-1 (United Kingdom/Europe)
- (b) Schedule A-2 (United States)
- (c) Schedule A-3 (United Arab Emirates)
- (d) Schedule A-4 (Kingdom of Saudi Arabia)
- (e) Schedule A-5 (Australia)

Key Date: means any date set out or defined in a Purchase Order, or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3, in each case which is relevant to the delivery or performance of the Services or Goods, as may be varied in accordance with this Agreement (including Clause 7 (Change Control Procedure) and Clause 18 (Project Delays and Cancellation)).

KPIs: the Key Performance Indicators set out in the relevant RFP.

Pandemic: a widespread national or international outbreak of infectious disease (including the disease known as coronavirus disease (COVID-19)) as determined by the World Health Organisation or relevant governmental health authority.

Party: the Purchaser and Supplier are each individually a Party to the Agreement, and jointly are the Parties.

Policies: the Purchaser's mandatory policies set out at [Identity Policies](#), as amended by the Purchaser from time to time and any policies provided by the Purchaser Client and shared with the Supplier from time to time.

Project: means the Purchaser project for which the Goods and/or Services are being provided as set out in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3, as varied by any Change agreed in accordance with Clause 7 (Change Control Procedure).

Purchase Order: means the purchase order issued by the Purchaser to the Supplier for the supply of Goods and/or Services, which includes acceptance of the Supplier's proposal submitted in response to an RFP, as varied by any Change agreed in accordance with Clause 7 (Change Control Procedure).

Representatives: means the Purchaser Representative and the Supplier Representative as named in the relevant Purchase Order or as otherwise notified in writing by each Party, and includes any other person nominated in writing by a Representative to act on that Representative's behalf in relation to the matters for which they are nominated.

Restricted Customer: means any firm, company or natural person who is a client of the Purchaser on any Project for which the Supplier is providing the Services or Goods.

Restricted Person: means any person employed or engaged by the Purchaser at any time during the term of this Agreement in a senior role who has or had material contact or dealings with the Supplier, or any person employed or engaged by the Purchaser at any time during the

term in relation to the receipt of the Goods or Services who has or had material contact or dealings with the Supplier.

RFP: means the request for proposal issued by the Purchaser requesting a quote from the Supplier for the provision of Goods and/or Services.

Service Credits: the amount payable to the Purchaser by the Supplier in relation to failure to meet the KPIs as set out in the relevant Purchase Order.

Services: means the services specified in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3, as varied by any Change agreed in accordance with Clause 7 (Change Control Procedure).

Special Terms and Conditions: means any special terms and conditions agreed in writing between the Purchaser and the Supplier that apply to a specific Purchase Order or supply, whether set out in the relevant Purchase Order or in a separate written agreement between the Parties.

Step-In Notice: has the meaning set forth in the Clause 29.1.

Step-In Trigger Event: means:

- (a) any event that would entitle the Purchaser to terminate this Agreement or a Purchase Order;
- (b) a default by the Supplier that is materially preventing or materially delaying the supply of the Goods and/or Services;
- (c) circumstances that the Purchaser reasonably considers constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
- (d) the Purchaser being advised by the Purchaser Client or a regulatory body that exercise of step-in rights is necessary;
- (e) Force Majeure Events that prevent the supplier from fulfilling its obligations under the Agreement
- (f) the existence of a serious risk to health, safety, property or the environment in connection with the Services; or
- (g) a need by the Purchaser to take action to discharge a statutory duty.

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

Supplier Personnel: all employees, staff, other workers, agents, consultants and contractors of the Supplier and any subcontractors engaged by the Supplier in the provision of the Goods and/or Services from time to time.

Supplier Group: the Supplier together with each of its trading entities, subsidiaries, subsidiary undertakings and holding companies from time to time and each subsidiary of any such holding company from time to time; and "member of the Supplier Group" shall be construed accordingly.

Taxes: means any applicable taxes, duties, levies or similar charges imposed by any governmental authority, excluding taxes on the net income or capital of the receiving Party.

Term: means the period from the Commencement Date until termination of this Agreement in accordance with Clause 14 (Termination).

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- (a) references to Clauses, Schedules and Parts are to clauses of, schedules to and parts of this Agreement;
- (b) references to this Agreement include its Schedules, which form an integral part of this Agreement;
- (c) headings are for convenience only and do not affect interpretation;
- (d) words in the singular include the plural and vice versa;
- (e) references to a person include an individual, company, corporation, partnership, unincorporated association or other legal entity;
- (f) references to "including" or "includes" shall mean "including without limitation" or "includes without limitation";
- (g) references to "writing" or "written" include email unless otherwise specified;
- (h) references to a statute or statutory provision include any modification, amendment, extension, consolidation or re-enactment thereof;
- (i) where this Agreement specifies that a provision applies "subject to the Jurisdiction Schedule," the relevant provision in the applicable Jurisdiction Schedule shall prevail to the extent of any inconsistency.
- (j) any reference in this Agreement (including in the Jurisdiction Schedules and Schedule B) to a Purchase Order being issued, existing, extended, amended, varied or terminated shall, where no Purchase Order has been issued in respect of the relevant Goods and/or Services, be read as a reference to the corresponding arrangements agreed, or to be agreed, between the Parties in respect of that supply in accordance with Clause 3.3, so that this Agreement governs and applies consistently to the supply of Goods and/or Services whether or not a Purchase Order has been issued.

1.2.2 In the event of any conflict or inconsistency between the documents comprising this Agreement, the following order of precedence shall apply (highest to lowest):

- (a) any Framework Agreement or other specific written contract signed between the Purchaser and the Supplier which expressly covers the relevant Goods and/or Services, which shall prevail over these Terms in their entirety to the extent of any inconsistency;
- (b) any Special Terms and Conditions applicable to a specific Purchase Order or supply;
- (c) the applicable Jurisdiction Schedule (Schedules A-1, A-2, A-3, A-4 or A-5);
- (d) the Terms and Conditions in Part 2 of this Agreement;
- (e) the Purchase Order, provided that a Purchase Order may override the Terms and Conditions in Part 2 of this Agreement only where the Purchase Order expressly identifies the specific provision of Part 2 that is being overridden;

- (f) the Supplier's proposal in response to the RFP, but only to the extent that the relevant term of the Supplier's proposal has been expressly accepted by the Purchaser in the applicable Purchase Order;
- (g) the RFP issued by the Purchaser;
- (h) other Schedules to this Agreement.

2. COMMENCEMENT AND TERM

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated by either Party in accordance with Clause 14 (Termination).

3. ORDERS

- 3.1 This Agreement does not commit either Party to enter into any Purchase Order or to purchase or supply any minimum quantity or value of Goods and/or Services. These Terms apply to the supply of Goods and/or Services by the Supplier to the Purchaser whether or not a Purchase Order has been issued in respect of that supply, and shall govern any such supply that is not otherwise covered by a valid, signed Framework Agreement or other specific written contract between the Parties, including where the Supplier supplies Goods and/or Services (a) under a Purchase Order issued in the absence of a Framework Agreement, or (b) without either a Purchase Order or a Framework Agreement having been put in place.
- 3.2 When the Purchaser requires Goods and/or Services, it may issue an RFP to the Supplier. The Supplier may submit a proposal in response to an RFP within five (5) Business Days of the date of the RFP (unless the Parties agree otherwise in writing), setting out its proposed Fees, timeline and other terms.
- 3.3 A Purchase Order shall be formed when the Purchaser issues a purchase order accepting the Supplier's proposal (with or without modifications agreed in writing by both Parties). The Purchaser shall be entitled to amend or withdraw a Purchase Order by giving the Supplier notice in writing in relation to any Goods or Services where performance or delivery has not commenced. Where the Supplier supplies Goods and/or Services to the Purchaser without a Purchase Order having been issued, these Terms shall nonetheless apply to and govern that supply, and the Goods and/or Services, Fees and any Key Dates shall be as agreed between the Parties in writing (including by email or an accepted quotation) or, in the absence of such agreement, as reasonably evidenced by the Supplier's invoice, delivery note or the circumstances of the supply.
- 3.4 Each Purchase Order shall constitute a binding obligation on the Supplier to supply the Goods and/or Services in accordance with the terms of the Purchase Order and this Agreement.
- 3.5 Each Purchase Order shall form part of and be interpreted in accordance with the provisions of this Agreement.
- 3.6 No variation to a Purchase Order shall be binding unless expressly agreed in writing (including by email) by an Authorised Signatory on behalf of each of the Purchaser and the Supplier respectively, save that this Clause 3.6 shall not apply to any Change made in accordance with Clause 7 (Change Control Procedure) or to any action taken by the Purchaser in the exercise

of its rights under Clause 18 (Project Delays and Cancellation).

- 3.7 The Parties may agree Special Terms and Conditions at any time in writing. Any applicable Special Terms and Conditions shall be set out in the relevant Purchase Order or in a separate written agreement between the Parties and, once so agreed, shall be incorporated into this Agreement in respect of the supply to which they relate. Special Terms and Conditions apply only to the Purchase Order or supply they expressly identify, and do not vary these Terms in respect of any other supply.
- 3.8 No Purchase Orders shall be placed following the date on which notice is validly served to terminate this Agreement in accordance with its terms, or the date on which this Agreement otherwise terminates.
- 3.9 The Supplier shall not accept any direct engagement from the Purchaser Client without the Purchaser's prior written consent.
- 3.10 Each member of the Identity Group is entitled to issue Purchase Orders under this Agreement, and on issuing a Purchase Order the relevant member shall be the Purchaser for the purposes of that Purchase Order and the resulting contract. The Supplier enters into this Agreement for itself and for and on behalf of each member of the Supplier Group, shall procure that each member of the Supplier Group complies with its terms, and the Supplier and each member of the Supplier Group shall be jointly and severally liable for the performance of the Supplier's obligations under this Agreement. Accordingly, the Supplier's acceptance of these Terms in accordance with Part 1 (Application of These Terms) applies to and binds all trading entities within the Supplier Group and enures for the benefit of all members of the Identity Group, and neither Party shall be required to enter into separate framework agreements in respect of individual entities.
- 3.11 The Purchaser may, by written notice to the Supplier, designate which members of the Identity Group are entitled to issue Purchase Orders under this Agreement, and may add or exclude any member from the scope of this Agreement at its discretion, save that no such exclusion shall affect the validity of, or the rights and obligations of the Parties under, any Purchase Order already issued.

4. SUPPLY OF SERVICES

- 4.1 The Supplier shall supply the Goods and/or Services to the Purchaser in accordance with this Agreement and the Purchase Order (if any).
- 4.2 In delivering the Goods and performing the Services, the Supplier shall meet any performance dates specified in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3.
- 4.3 The Supplier undertakes, represents and warrants to the Purchaser that the Supplier shall:
 - 4.3.1 provide any 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, and in accordance with all applicable legal requirements, relevant industry guidance, and any licences or consents applicable to the scope of supply (including any statutory documentation relevant to equipment and materials);
 - 4.3.2 co-operate with the Purchaser in all matters relating to the supply of the Goods and Services, and comply with all instructions of the Purchaser;

- 4.3.3 appoint and, at the written request of Purchaser, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Goods and Services;
- 4.3.4 only use personnel who are suitably skilled and experienced to perform the roles assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in full and on time, and where any licence, certification or other evidence of competence is required by law or regulation in connection with the role to be performed, ensure that all relevant personnel hold and maintain such licence, certification or evidence and provide copies to the Purchaser upon request;
- 4.3.5 ensure that any travel and subsistence arrangements between the Supplier and its personnel comply with and will continue to comply with all Applicable Laws;
- 4.3.6 ensure, at the Suppliers own cost, that it obtains, and maintains all consents, licences, certifications and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement and further to ensure that it complies with all local customs, byelaws, consents, licences 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;
- 4.3.7 ensure that the Goods and Services and Deliverables shall conform in all respects with the description set out in this Agreement and the Purchase Order and that the Deliverables shall be fit for any purpose that the Purchaser expressly made known to the Supplier or which is implied by the nature of the Goods, Services or Deliverables;
- 4.3.8 provide all equipment, tools, vehicles, and other items required to provide the Goods and Services whether included within the Purchase Order or not;
- 4.3.9 ensure that the Deliverables, and all goods, materials, standards, and techniques used in providing the Goods and Services are of the highest quality and are free from defects in workmanship, installation and design;
- 4.3.10 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 Purchaser. The Supplier will ensure that it complies with any conditions required by the Purchaser relating to its use of Generative AI Tools if consent is given;
- 4.3.11 not use any AI Tools in the creation or production of Deliverables without the prior written consent of the Purchaser. The Supplier will ensure that it complies with any conditions required by the Purchaser relating to its use of AI Tools if consent is given. For the avoidance of doubt, this restriction shall not apply to the Supplier's internal business systems or enterprise-licensed AI Tools used for administrative, project management, planning, research or other ancillary purposes that do not contribute directly to the Deliverables. Where any Deliverable includes synthetic media, including AI-generated or AI-manipulated audio, image, video, avatar or voice content, the Supplier shall clearly disclose that the content is artificially generated and, where the relevant tools permit, mark it in a machine-readable format at the point of creation;

- 4.3.12 where the Deliverables include software, not include or use any software in the Deliverables licensed under the General Public Licence or any similar licence 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 Purchaser’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 licence terms and no third party is asserting, or has in the last five years asserted, any such contravention.
- 4.3.13 comply with (i) all Applicable Laws; and (ii) the Policies;
- 4.3.14 observe all health and safety and environmental rules and regulations and any other reasonable security requirements that apply at any of Identity’s premises and including all third-party sites at which the Goods and Services may be provided from time to time as notified to the Supplier;
- 4.3.15 maintain a health and safety policy (and provide such policy to the Purchaser if requested by the Purchaser), safe systems of work and, in addition, the Supplier shall not take, or omit to take, any actions or omissions putting the Purchaser or anyone else at risk;
- 4.3.16 hold all Purchaser Materials in safe custody at its own cost and risk, maintain the Purchaser Materials in good condition until returned to the Purchaser or delivered to any third party nominated by the Purchaser in writing, and not dispose of or use the Purchaser Materials other than in accordance with Purchaser’s written instructions or authorisation;
- 4.3.17 report promptly to the Purchaser, and to the relevant regulatory authority or authorities as required by Applicable Law, any health and safety incident, accident, injury, dangerous occurrence or undesired circumstance (including near misses) arising out of or in connection with the supply of the Goods and/or Services, and provide the Purchaser with full details of any such event, any investigation undertaken, and any remedial or preventive action taken or proposed, and shall co-operate with, and participate in, any investigation conducted by the Purchaser or the Purchaser Client and implement any reasonable corrective or improvement measures they require;
- 4.3.18 not do or omit to do anything which may cause the Purchaser to lose or be in breach of any licence, authority, consent, or permission on which it relies for the purposes of conducting its business; and
- 4.3.19 notify the Purchaser in writing immediately upon the occurrence of a Change of Control of the Supplier;
- 4.3.20 comply with any reasonable procedures notified to it in advance by the Purchaser 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 any personnel that do not pass such vetting and accreditation procedures to provide the Goods and/or Services;
- 4.3.21 promptly provide to the Purchaser, on request, all information reasonably required in

relation to the Goods, materials and Services supplied (including quantities, specifications, and disposal and waste data) to enable the Purchaser and/or the Purchaser Client to compile carbon emissions and waste quantities for the purposes of sustainability reporting; and

4.3.22 have full power and authority to enter into this Agreement for itself and on behalf of each member of the Supplier Group, and to bind each such member to its terms.

4.4 The Purchaser 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. The Purchaser shall not exercise this right in breach of any law.

5. KEY PERFORMANCE INDICATORS

5.1 Each Purchase Order may specify KPIs that the Supplier must meet in delivering the Goods and/or Services.

5.2 If the Supplier fails to meet any KPI, the Purchaser shall be entitled to deduct Service Credits from the Fees in accordance with the Purchase Order. This remedy shall be non-exclusive and without limitation to Purchaser's other rights and remedies in respect of such failure.

5.3 If the Supplier fails to meet any KPI twice in any single Project or in two consecutive Projects, the Purchaser shall be entitled to terminate this Agreement immediately by written notice to the Supplier.

6. CONTRACT MANAGEMENT AND REPORTING

6.1 Each Party shall appoint a Representative to act as the main point of contact for the other Party in respect of all day-to-day matters relating to the supply of the Goods and/or Services and this Agreement. Where a Purchase Order is issued by or to a member of the Identity Group or the Supplier Group other than the entity named in the Contract Details, the details of that member, together with its Representative and Authorised Representative, shall be as specified in the relevant Purchase Order, and those persons shall be the Representative and Authorised Representative of that member for the purposes of that Purchase Order; in the absence of any such details, the Representatives and Authorised Representatives most recently notified in writing by each Party shall apply.

6.2 The Parties shall ensure that the Representatives meet at least annually to discuss the progress being made in relation to the provision of the Goods and/or Services and any issues arising under or in connection with this Agreement which may arise.

6.3 The Supplier shall ensure that the Supplier Representative also provides a status report for submission to the Purchaser in accordance with the RFP detailing progress towards any Key Dates set out in the relevant Purchase Order and whether the Supplier has achieved the KPIs in the relevant period.

7. CHANGE CONTROL PROCEDURE

7.1 Where the Purchaser or the Supplier sees a need to change any Purchase Order (including the Goods, Services, Key Dates or KPIs attached to it), the Purchaser may at any time request, and the Supplier may at any time recommend, such a Change. A Change Request shall be submitted by the requesting or recommending Party to the other Party. Such Change shall only take effect

once confirmed in writing by the Authorised Representatives of both Parties, provided that any Change which (a) increases the Fees payable under the relevant Purchase Order (whether by a change to the Fees, the Goods and/or Services or otherwise), whether individually or in aggregate with other Changes to that Purchase Order; or (b) materially changes the scope or nature of the Goods and/or Services under the relevant Purchase Order, shall additionally require confirmation in writing by an Authorised Signatory of the Purchaser before it takes effect.

- 7.2 Until a Change is agreed in accordance with Clause 7.1, both Parties shall continue to perform their obligations under the relevant Purchase Order in accordance with its existing terms.
- 7.3 Any discussions between the Parties in connection with a proposed Change before it is confirmed in accordance with Clause 7.1 shall be without prejudice to the rights of either Party.
- 7.4 Any Goods or Services provided by the Supplier which have not been agreed in accordance with this Clause 7 shall be undertaken entirely at the Supplier's expense and liability.

8. DELIVERY, TITLE AND RISK

- 8.1 The Supplier shall supply the Goods and/or Services in accordance with the instructions and performance date(s) specified in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3, time being of the essence for delivery of the Goods and performance of the Services. The Supplier shall notify the Purchaser in writing promptly upon becoming aware that it may fail to meet any performance date, together with its proposed steps to mitigate the delay. Without prejudice to any other right or remedy, if the Supplier fails to meet any performance date the Purchaser may exercise its remedies under Clause 13 (Remedies), and such failure shall constitute a material breach entitling the Purchaser to terminate the relevant Purchase Order and/or this Agreement in accordance with Clause 14 (Termination). Where, under the Applicable Laws of the Applicable Jurisdiction, the concept of "time being of the essence" is not recognised or does not have the effect described, the Supplier's failure to meet any performance date shall nonetheless be treated as a material breach of this Agreement, and the Purchaser shall have the remedies set out in this Clause and in Clause 13 (Remedies) to the fullest extent permitted by Applicable Law.
- 8.2 The Supplier shall ensure that:
 - 8.2.1 any Goods are marked and delivered in accordance with Purchaser's instructions and any Applicable Laws or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course; and
 - 8.2.2 each delivery of any Goods is accompanied by a delivery note which shows the Purchase Order number (if any), date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 8.3 Unless otherwise agreed by the Purchaser in writing, any 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 Purchaser and in accordance with any venue or relevant premises docking and/or offloading requirements.
- 8.4 The Purchaser and, if applicable, the Supplier shall inspect any Goods as soon as practicable following delivery and agree an inventory of the quality and quantity delivered. The Purchaser shall not be liable for any damage found on such inspection. If the Purchaser in its reasonable opinion considers any of the Goods to be in an unsuitable condition or of the wrong quantity

either on delivery or subsequently, the Purchaser shall notify the Supplier, which shall promptly arrange the repair, correction or replacement of such Goods within twenty-four (24) hours following the time of the Purchaser so notifying the Supplier. If the Supplier has not fully repaired, corrected or replaced (as appropriate) such Goods by the expiry of such twenty-four (24)-hour period, the Purchaser shall be entitled to enforce Purchaser's remedies under Clause 13 (Remedies).

- 8.5 Unless otherwise specified, the Supplier shall be responsible for installing, commissioning and decommissioning any Goods, in each case in accordance with the specification, the design, any relevant industry guidelines and Applicable Laws. Where any authorisation, certification, test certificate or other documentation is required (including in respect of the safe use of the Goods), the Supplier shall provide such documentation to the Purchaser upon commissioning and handover, and the relevant Goods shall not be treated as delivered, commissioned or accepted until such documentation has been provided.
- 8.6 The Purchaser shall not be deemed to have accepted any Goods until it has had a reasonable period of time to inspect them following delivery or, if later, within a reasonable period of time after any latent defect in them has become apparent.
- 8.7 The Supplier shall give the Purchaser 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 Purchaser on the delivery of such Goods and their subsequent storage or handling. The Supplier shall notify the Purchaser 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 Purchaser is purchasing any Goods:
 - 8.8.1 title to the Goods shall pass to Purchaser upon the earlier of delivery or the first payment by the Purchaser in respect of the Goods; and
 - 8.8.2 risk in the Goods shall only pass to the Purchaser upon delivery of the Goods in accordance with this Agreement.
- 8.9 If title in the Goods passes to the Purchaser prior to delivery, the Supplier shall store the Goods separately and ensure that the Goods are fully insured until risk passes to the Purchaser.
- 8.10 Where the Purchaser is hiring Goods:
 - 8.10.1 title to the Goods indicated as being hired by the Purchaser from the Supplier ("**Hired Goods**") shall remain the property of the Supplier.
 - 8.10.2 the Supplier irrevocably permits the Purchaser and its contractors to use the Hired Goods in accordance with the manufacturer's instructions and recommendations during the hire period specified in this Agreement and subject to this Agreement.
 - 8.10.3 the Purchaser 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 Hired Goods) which occurs after the date due for collection by Supplier; or (ii) theft or loss of Hired Goods not caused by the negligence of the Purchaser.
 - 8.10.4 the undertakings, representations and warranties set out in Clause 4.3 shall apply to

the Hired Goods.

- 8.10.5 if the Hired Goods do not comply with the provisions of Clause 4.3, the Purchaser shall be entitled to require the Supplier to repair or replace the Hired Goods at the Supplier's expense within two (2) Business Days or such shorter period of time as may be required by the Purchaser due to the Purchaser Client requirements of being requested by the Purchaser to do so.
- 8.10.6 if the Supplier does not deliver the Hired Goods as required by Purchase Order or if the Supplier does not comply with Clause 8.10.5, the Purchaser may obtain substitute equipment from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Purchaser in obtaining such substitute equipment and/or terminate the relevant Purchase Order with immediate effect on written notice.
- 8.10.7 the Purchaser shall not be liable to make any specified rental payments in connection with the Hired Goods in respect of the period between notifying the Supplier that the Hired Goods is defective and requires repair or replacement and the Supplier completing the delivery of the repaired or replacement Hired Goods.
- 8.10.8 The risk of loss, theft or destruction of the Hired Goods shall pass to the Purchaser on completion of delivery until the due date for collection by the Supplier as set out in the Purchase Order or as subsequently agreed between the Parties.
- 8.10.9 where any statutory or other certification is required to demonstrate that the Hired Goods are fit for purpose and safe for use (including any certificate of thorough examination, test certificate or inspection record), the Supplier shall provide such certification to the Purchaser prior to or upon delivery, and the Hired Goods shall not be treated as delivered or accepted, and the hire shall be deemed incomplete, until such certification has been provided.

9. FEES AND PAYMENT

- 9.1 The Fees payable by the Purchaser in respect of each Purchase Order for Goods and/or Services are contained in the relevant Purchase Order(s), or, where no Purchase Order has been issued, as agreed between the Parties in accordance with Clause 3.3.
- 9.2 Where the Fees are calculable on a time and materials basis, the Supplier will keep time sheets showing the hours worked by each of its personnel in respect of the provision of the corresponding Services and will if so requested produce them to the Purchaser for accounting purposes.
- 9.3 The Supplier will be responsible for all out-of-pocket expenses (meaning costs actually and reasonably incurred, such as travel, accommodation and materials, as distinct from the Fees) incurred by it and its personnel in the performance of its obligations under this Agreement and under the Purchase Orders, unless otherwise agreed in writing by the Purchaser Representative, prior to the commitment of such expenditure. For the avoidance of doubt, where no such prior written agreement has been obtained, the Supplier will not be reimbursed separately for these expenses.
- 9.4 In consideration for the provision of the Goods and/or Services, the Purchaser shall pay the Fees to the Supplier in accordance with this Clause 9 (Fees and Payment).
- 9.5 The Purchaser and the Supplier may agree rebates and/or volume-discounted pricing in respect

of the Fees. If any such rebates or volume-discounted pricing apply, full details will be agreed in writing by the Parties and set out in the relevant Purchase Order or in a separate written agreement between them. Any rebate, volume discount or other pricing arrangement that is outside the Purchaser's ordinary course of business shall be valid and binding on the Purchaser only if agreed in writing on its behalf by the Purchaser's Finance Director or Chief Financial Officer.

- 9.6 Unless other expressly specified, all amounts payable by the Purchaser under this Agreement are exclusive of value added tax (**VAT**), where applicable.
- 9.7 The Supplier shall submit invoices for the Fees plus VAT if applicable to the Purchaser and Purchaser shall pay such Fees in accordance with the payment schedule set out in the Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3.
- 9.8 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.
- 9.9 Each Supplier invoice shall include all supporting information reasonably required by the Purchaser.
- 9.10 Except as referenced above, the Purchaser shall pay all invoices that the Purchaser has determined are valid and undisputed and compliant in all respects with the Agreement within thirty (30) days of the date of receipt.
- 9.11 In the event that the Supplier has failed to provide any Goods and/or Services in accordance with this Agreement, the Purchaser may withhold the Fees payable in connection with the relevant Goods and/or Services.
- 9.12 Where the Supplier fails to provide any sustainability reporting information requested by the Purchaser under Clause 4 (Supply of Services) within [ten (10) Business Days] of the Purchaser's request, the Purchaser may withhold up to [five per cent (5%) of the Fees] payable under the relevant Purchase Order from the final payment due to the Supplier until such information is provided in full. Any amount withheld under this Clause shall be released to the Supplier within ten (10) Business Days of the Supplier providing the requested information, and is a temporary withholding only and not a forfeiture or penalty.
- 9.13 The Purchaser 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 Purchaser.

10. INTELLECTUAL PROPERTY

- 10.1 All Intellectual Property Rights in the Deliverables shall vest in and remain at all times the property of the Purchaser. The Supplier assigns (or shall procure the assignment) to the Purchaser absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in Purchaser's opinion to so vest all such Intellectual Property Rights in the Purchaser, and to enable the Purchaser to defend and enforce such Intellectual Property Rights, and the Supplier shall at Purchaser's request waive or procure a waiver of applicable moral rights.
- 10.2 To the extent required to enable the Purchaser or its successors or assignees to enjoy and receive the benefit of the Goods, Services and/or Deliverables, the Supplier hereby grants the

Purchaser and its successors and assignees a perpetual, irrevocable, transferable and royalty-free licence (including the right to sub-license) to use all Supplier Materials. The Supplier undertakes to inform the Purchaser 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 good time prior to their use.

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

10.4 The Supplier hereby warrants that:

10.4.1 use by the Purchaser 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 Purchaser any third-party material ("**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.

10.5 In addition to any other remedy available to the Purchaser, the Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with any claim brought against the Purchaser for actual or alleged infringement of a third party's rights (including any 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 Purchaser. This Clause 10.5 shall survive termination of this Agreement.

10.6 The Supplier acknowledges that Purchaser may sub-license the rights granted in this Clause 10 to any part of Purchaser's Group and any Purchaser 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 which cannot legally be excluded or limited.

11.2 Nothing in this Agreement shall exclude or limit the Supplier's liability under Clause 21 (Confidentiality), Clause 22 (Data Protection), Clause 23.4 (Taxation), or the indemnity at Clause 10.5 (Indemnity).

11.3 Subject to Clause 11.2 and Clause 10.5 (Indemnity), 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 Clause 11.1 and Clause 11.2, the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection

with each Purchase Order (or, where no Purchase Order has been issued, each instance of Goods and/or Services supplied under Clause 3.3) shall in no circumstances exceed 100% of the Fees paid or payable under that Purchase Order (or, where applicable, that instance of Goods and/or Services).

- 11.5 Subject to Clause 11.1, the Purchaser's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with each Purchase Order (or, where no Purchase Order has been issued, each instance of Goods and/or Services supplied under Clause 3.3) shall in no circumstances exceed 100% of the Fees paid or payable (had the Agreement not been breached) under that Purchase Order (or, where applicable, that instance of Goods and/or Services).

12. INSURANCE

- 12.1 The minimum insurance requirements applicable to this Agreement are set out in the applicable Jurisdiction Schedule for the Applicable Jurisdiction. Where a Purchase Order or particular engagement requires higher or additional cover, those requirements shall be set out in the relevant Purchase Order or in Special Terms and Conditions agreed in writing, which shall prevail to the extent of any inconsistency. During the Term and for any post-term period set out in the applicable Jurisdiction Schedule, the Supplier shall ensure that it has in place insurance in such amounts and of such types as would usually be carried by a responsible company in the Supplier's industry, with reputable insurers acceptable to the Purchaser. As a minimum, the Supplier shall maintain the insurance types and limits specified in the applicable Jurisdiction Schedule (the **"Insurance Requirements"**), as updated from time to time by agreement between the Parties. All policies shall include such additional cover as is required by Applicable Law in the relevant jurisdiction (together, the **"Insurance Policies"**).
- 12.2 The Supplier shall on request supply to the Purchaser copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 12.3 The Supplier shall always comply with all terms and conditions of the Insurance Policies. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Purchaser without delay.

13. REMEDIES OF THE PURCHASER

- 13.1 Where there is any breach of the Supplier's warranty in Clause 4 (Supply of Services) or Clause 8 (Delivery, Title and Risk) the Purchaser may (as applicable and without liability to the Supplier arising out of such action and whether or not all or any part of the Goods and/or Services have been accepted by the Purchaser):
- 13.1.1 require the Supplier to prepare and submit to the Purchaser for Purchaser's approval within such timeframes as the Purchaser shall require, a remediation plan setting out how, and the timescales in which, the Supplier will remedy the relevant failure(s) at the Supplier's cost;
 - 13.1.2 require the Supplier, at the Supplier's expense, within five (5) days after receipt of notice from the Purchaser or within twenty-four (24) hours if during the agreed delivery period either: (i) to re-execute the Services; or (ii) 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 relevant Purchase Order with immediate effect by giving written notice to the Supplier;
 - 13.1.5 recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining substitute supplies 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 damages as may have been incurred by the Purchaser as a result 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 Purchaser, unless expressly agreed otherwise.
- 13.3 If the Purchaser exercises any right under Clause 13.1 in respect of Goods, the Purchaser 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 Purchaser may terminate this Agreement without cause by giving the Supplier not less than thirty (30) days' prior written notice. Termination under this Clause 14.1 shall not affect any accrued rights or liabilities of either Party as at the date of termination (including the Purchaser's obligation to pay for Goods and/or Services properly delivered or performed up to that date). Any Purchase Order subsisting at the date of termination shall continue, and shall be performed and paid for, in accordance with the terms of this Agreement, save that if any such Purchase Order cannot reasonably be completed within thirty (30) days after the date of notice of termination, the Parties shall agree in good faith a revised completion timeline and, failing agreement within ten (10) Business Days, either Party may cancel that Purchase Order on written notice without further liability, save for payment for Goods and/or Services properly delivered or performed up to the date of cancellation. For the avoidance of doubt, any such Purchase Order that is expressed on a fixed-price or lump-sum basis shall be performed and paid for in accordance with its terms.
- 14.2 Without affecting any other right or remedy available to it, the Purchaser may terminate this Agreement together with all Purchase Orders 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 Purchaser's 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 in the field of environmental, social or employment law; or

- 14.2.4 the Supplier commits a material breach of Clause 4 (Supply of Services), Clause 8 (Delivery, Title and Risk), Clause 24 (Corrupt Gifts or Payments), Clause 25 (Sanctions), Clause 26 (Conflict of Interest), Clause 27 (Safeguarding), Clause 28 (Supply Partner Code of Conduct) or the applicable Jurisdiction Schedule.
- 14.3 Without affecting any other right or remedy available to it, either Party may terminate the Agreement and all Purchase Orders 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 three (3) hours after being notified in writing to do so;
- 14.3.2 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; 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 Clause 14.1, all Purchase Orders shall also terminate and the Purchaser's sole liability in respect of the Goods and/or Services shall be to pay the Supplier for any costs relating to the provision of the Goods and/or Services which 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 thirty (30) days of such 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 Purchaser any Confidential Information of the Purchaser and erase all of the Purchaser'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 Purchaser's Confidential Information to the extent required by Applicable Law;

- 15.1.2 immediately deliver to the Purchaser all Deliverables (whether or not then complete) and any of the Purchaser Materials in the possession of the Supplier; and
- 15.1.3 if so requested by the Purchaser, provide all assistance reasonably required by the Purchaser to facilitate the smooth transition of the Services to the Purchaser or any replacement supplier appointed by it.

16. POST-TERMINATION RESTRICTIONS

- 16.1 In order to protect the legitimate business interests of the Purchaser, the Supplier covenants with the Purchaser that it shall not (except with the prior written consent of the Purchaser):
 - 16.1.1 solicit or entice away (or attempt to solicit or entice away) from the Purchaser the business or custom of any Restricted Customer;
 - 16.1.2 be involved with the provision of goods or services to any Restricted Customer; or
 - 16.1.3 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the other party with a view to employing or engaging the Restricted Person, or
 - 16.1.4 employ or engage, or offer to employ or engage a Restricted Person of the other party; or
 - 16.1.5 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 Purchaser.
- 16.2 The Supplier shall be bound by the covenants set out in:
 - 16.2.1 Clause 16.1.2 and 16.1.5 during the Term and for a period of 3 months after termination of the Agreement; and
 - 16.2.2 Clauses 16.1.1, 16.1.3 and 16.1.4 during the Term and for a period of 6 months after termination of this Agreement.
- 16.3 Notwithstanding Clause 16.1 the Supplier may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment Purchaser engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).
- 16.4 In the event of a breach of Clause 16.1.3 or 16.1.4 which results in a Restricted Person leaving the Purchaser and being employed or engaged by the Supplier the party in breach shall pay to the other party by way of liquidated damages an amount equivalent to 6 months' salary of the Restricted Person. The Parties agree that the loss to the Purchaser from a breach of Clause 16.1.3 or 16.1.4 is difficult to quantify, and that an amount equal to six (6) months' base salary of that Restricted Person is a reasonable pre-estimate of that loss, payable as liquidated damages and not as a penalty.
- 16.5 This Clause 16 is replaced or modified where the Jurisdiction Schedule for the Applicable Jurisdiction so provides.
- 16.6 The provisions of this Clause 16 shall be without prejudice to the Purchaser's ability to seek damages or to claim injunctive or other equitable relief.

- 16.7 Each of the covenants in Clause 16.1 is a separate and independent covenant and shall be construed and enforced independently of the others. If any such covenant is found to be void or unenforceable but would be valid or enforceable if some part of it were deleted, or its scope, area or duration reduced, that covenant shall apply with such modification as may be necessary to make it valid and enforceable.
- 16.8 The Supplier acknowledges and agrees that the covenants in Clause 16.1 are reasonable and necessary to protect the legitimate business interests of the Purchaser and that, having regard to those interests, they do not go beyond what is reasonable

17. FORCE MAJEURE

- 17.1 For the purposes of this Clause, “**Force Majeure Event**” means an event beyond the reasonable control of the affected party including, act of God, fire, flood, abnormal weather conditions, war, riot, civil commotion, terrorism, 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 Clause 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 Purchase Order nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement or any Purchase Order if such delay or failure results from a Force Majeure Event provided that such Party complies with the obligations set out in this Clause 17 (Force Majeure). Save as provided in Clause 17.5, a Force Majeure Event will not entitle either party to terminate the Agreement or any Purchase Order.
- 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 minimise its effects on the performance of its obligations under this Agreement or any Purchase Order.
- 17.5 If the Force Majeure Event continues for longer than fifteen (15) days the Purchaser may, whilst the Force Majeure Event continues immediately terminate the Agreement or the relevant Purchase Order by notice in writing 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 Purchaser may review the timeline for delivery or performance of the Services and any Key Date.
- 18.2 Subject to Clause 18.3, the Purchaser may in its sole discretion, as a result of any changes to Key Dates which arise out of the Purchaser’s review under Clause 18.1, and subject to giving the Supplier at least one (1) month’s written notice:
- 18.2.1 extend the Purchase Order by a period of up to twelve (12) months from the date of expiry of the Purchase Order;

- 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 Purchaser exercises its discretion under Clause 18.2 to extend the Purchase Order, the parties shall consider what consequential amendments are needed including, without limitation, any variations to the KPIs, Key Dates or delivery of Services under the Purchase Order 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). In the event that the Parties are unable to agree consequential amendments to the Purchase Order, the Purchaser shall be entitled to terminate the Purchase Order immediately on written notice.
- 18.4 In the event that a Cancellation Event occurs, then the Purchaser shall be entitled to terminate the relevant Purchase Order immediately on written notice. Upon termination of the relevant Purchase Order following any cancellation of the Project, the Purchaser shall pay the Supplier for any costs relating to the provision of the Goods and/or Services which have been properly incurred by the Supplier in accordance with this Agreement and the relevant Purchase Order 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 Purchaser needing to omit or remove work from a Purchase Order, rather than the Purchaser terminating a Purchase Order. 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 Purchaser 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 Purchaser (either in written correspondence and/or the Purchase Order), the Supplier shall ensure that all Supplier Personnel wear clothing as specified in the Purchase Order and supplied by the Purchaser. This does not apply to personal protective equipment relevant to the supply of Goods and Services which shall be provided by the Supplier in accordance with the safe system of work
- 19.2 In circumstances where the Purchaser does not provide branded clothing, the Supplier shall ensure that Supplier Personnel do not wear clothing displaying branding belonging to any competitor of the Purchaser. The Supplier shall ensure that the Supplier Personnel wear compliant personal protection equipment that is fit for purpose as agreed from time to time.
- 19.3 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 Purchaser, without the express consent in writing of a Director of the Purchaser.

20. SUBCONTRACTING

The Supplier may not, without the Purchaser's prior written approval, assign, novate, transfer, sublicense, subcontract, charge or otherwise deal in this Agreement or any Purchase Order or any of its rights or obligations arising pursuant to this Agreement or any Purchase Order (in whole or in part). Where any such approval is granted, the Supplier shall remain liable to the

Purchaser for the performance of all of its obligations under this Agreement or the relevant Purchase Order and the Supplier shall include in any sub-contracts (i) the same payment terms as are set out in Clause 9 (Fees) and (ii) the right of the Supplier to terminate the sub-contract if the sub-contractor fails to comply with legal obligations in the fields of environmental, social or labour law. The Supplier will provide the Purchaser with the details of each sub-contractors in their response to the RFP. Any changes to the sub-contractors notified to and approved by the Purchaser must be pre-approved in writing by the Purchaser. Nothing in this Agreement shall restrict the Purchaser from assigning, novating, transferring, sublicensing, subcontracting, charging or otherwise dealing in this Agreement or its rights or obligations under it (in whole or in part) as it sees fit in its sole discretion from time to time.

21. CONFIDENTIALITY

- 21.1 Each Party shall at all times keep any Confidential Information of the other secret and confidential, and not at any time during the period of this Agreement, and for a period of five years after termination of the Agreement, disclose to any third party, except as permitted by Clause 21.2.
- 21.2 Each Party may disclose the other party's Confidential Information:
- 21.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the 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 Clause 21.1; and
 - 21.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority and shall inform the other Party of the request and any disclosures.
- 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 unauthorised 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 authorised personnel can access encrypted data and such controls and access shall be reviewed on a regular basis.
- 21.5 The Purchaser and the Supplier acknowledge that each Purchaser Client shall have the right to publish the Purchaser's compliance with its obligation to pay undisputed invoices within the specified payment period.

22. DATA PROTECTION

- 22.1 Each Party shall comply with all Data Protection Laws applicable in the Applicable Jurisdiction

and with any requirements contained in any applicable Jurisdiction Schedule.

22.2 The Supplier shall:

- (a) process personal data only on documented instructions from the Purchaser;
- (b) implement appropriate technical and organisational measures;
- (c) ensure personnel are bound by confidentiality;
- (d) assist with data subject requests;
- (e) notify the Purchaser immediately of any personal data breach;
- (f) delete or return personal data upon termination.

22.3 The Supplier shall not transfer personal data outside the Applicable Jurisdiction without the Purchaser's consent and appropriate safeguards.

23. TAXATION

23.1 For jurisdiction-specific tax provisions, refer to the applicable Jurisdiction Schedule.

23.2 If the Purchaser is required by law to make any deduction or withholding, it shall make such deduction, pay it to the relevant tax authority, provide evidence to the Supplier, and pay the balance to the Supplier.

23.3 The Supplier shall provide all tax documentation required by the Purchaser.

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

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

24. CORRUPT GIFTS OR PAYMENTS

Each Party shall comply with all applicable anti-corruption and anti-bribery laws. The detailed anti-bribery and anti-corruption obligations applicable to this Agreement, including the relevant territory's anti-corruption legislation, are set out in the applicable Jurisdiction Schedule, which shall prevail to the extent of any inconsistency with this Clause. The Supplier shall also comply with the Purchaser's Ethics, Anti-bribery and Anti-corruption Policies (as part of the Policies) and with the Supply Partner Code of Conduct referred to in this Agreement.

25. SANCTIONS

25.1 The Supplier warrants that neither it, nor any entity that controls it, nor any individual with a material beneficial interest in it, is a designated person or entity under any applicable sanctions laws, regulations or orders in force in any jurisdiction in which the Supplier operates or in which the Purchaser or any Purchaser Client is located.

25.2 The Supplier must notify the Purchaser immediately if this position changes at any point during the engagement.

26. CONFLICT OF INTEREST

The Supplier shall not, and shall procure that Supplier Personnel shall not, engage in any personal, business or professional activity which conflicts or could conflict with any of its obligations under this Agreement, including holding any financial or other interest in a subcontractor recommended to the Purchaser, having any relationship with the Purchaser Client, or having access to any information that could give any third party an advantage. The Supplier shall notify the Purchaser immediately upon becoming aware of any actual or potential conflict of interest, together with its proposed steps to avoid or remedy that conflict. The Supplier shall establish and maintain appropriate procedures to ensure that no conflict of interest arises between services performed for the Purchaser and services performed for any other client. Where the Supplier is aware of any actual or potential conflict of interest in relation to a specific Project or Purchase Order, it shall notify the Purchaser in writing before undertaking any works or providing any Goods and/or Services under that Project or Purchase Order, setting out the nature of the conflict and its proposed steps to avoid or remedy it.

27. SAFEGUARDING – PREVENTION AND REPORTING OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

For the purposes of this Clause, "**Reasonable Measures**" means all reasonable endeavours expected of a professional and prudent supplier to eliminate or minimise the risk of actual, attempted or threatened exploitation, abuse or harassment, whether or not such conduct constitutes a criminal offence, and "**Serious Misconduct**" means sexual exploitation, sexual abuse and sexual harassment (SEAH). The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by any of its personnel, agents or further sub-contractors engaged in connection with this Agreement. The Supplier shall not engage personnel whose known previous record or conduct indicates that they are unsuitable to perform the Services or represent an unacceptable risk of committing Serious Misconduct. The Supplier shall: (a) maintain robust reporting procedures enabling its personnel and any beneficiaries to report actual or suspected Serious Misconduct; (b) promptly report in writing any complaints, concerns or incidents of Serious Misconduct to the Purchaser; (c) fully investigate and document all such cases, take appropriate corrective action, and report outcomes to the Purchaser as soon as reasonably practicable; and (d) comply with all applicable laws, legislation and government guidance relating to safeguarding and the protection of children and vulnerable adults. Failure to put in place preventative measures, to investigate allegations, or to report complaints shall constitute a material breach of this Agreement entitling the Purchaser to terminate with immediate effect.

28. SUPPLY PARTNER CODE OF CONDUCT

The Supplier shall at all times comply with the Identity Supply Partner Code of Conduct, available at [Identity Code of Conduct](#) as updated from time to time (the "**Code**"), at the compliance level applicable to the Supplier's engagement. The Supplier shall cascade the principles of the Code throughout its own delivery chain for any part of the Services it further sub-contracts. The Supplier shall provide to the Purchaser, on request and at least annually, a signed declaration confirming compliance with the Code at the applicable level. The Supplier acknowledges that the Purchaser may monitor compliance with the Code directly and shall co-operate fully with any such monitoring or compliance checks. The Purchaser may amend or update the Code from time to time, and the version published at that location from time to time shall be the applicable

version. The Supplier shall comply with the Code as so updated, and the Purchaser shall be under no obligation to notify the Supplier of any such changes.

29. STEP-IN RIGHTS

- 29.1 On the occurrence of a Step-In Trigger Event, the Purchaser and/or the Purchaser Client may serve notice on the Supplier (a **"Step-In Notice"**) that it will be taking action under this Clause 29, either itself or with the assistance of a third party. The Step-In Notice shall set out the following:
- 29.1.1 the action the Purchaser and/or the Purchaser Client wishes to take and, in particular, the Goods and/or Services that it wishes to control or otherwise supervise ("the **"Required Action"**);
 - 29.1.2 the Step-In Trigger Event that has occurred and whether the Purchaser and/or the Purchaser Client believes that the Required Action is due to the Supplier's default;
 - 29.1.3 the date on which the Purchaser and/or the Purchaser Client wishes to commence the Required Action;
 - 29.1.4 the time period which the Purchaser and/or the Purchaser Client believes will be necessary for the Required Action;
 - 29.1.5 whether the Purchaser and/or the Purchaser Client will require access to the Supplier's premises; and
 - 29.1.6 to the extent practicable, the impact that the Purchaser and/or the Purchaser 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.
- 29.2 Following service of a Step-In Notice, the Purchaser and/or the Purchaser Client shall:
- 29.2.1 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;
 - 29.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;
 - 29.2.3 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Purchaser is not assuming control; and
 - 29.2.4 act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the rights of the Purchaser and the Purchaser Client under this Clause 29.
- 29.3 For so long as and to the extent that the Required Action is continuing, then:
- 29.3.1 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;
 - 29.3.2 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
 - 29.3.3 the Purchaser shall pay to the Supplier the Fee after subtracting any applicable deductions and the Purchaser's and/or the Purchaser Client costs of taking the

Required Action.

- 29.4 Before ceasing to exercise its step-in rights under this Clause 29, the Purchaser and/or the Purchaser Client shall deliver a written notice to the Supplier (a **"Step-Out Notice"**), specifying:
- 29.4.1 the Required Action it has actually taken; and
 - 29.4.2 the date on which the Purchaser plans to end the Required Action ("the **"Step-Out Date"**") subject to the Purchaser being satisfied with the Supplier's ability to resume the supply of the Goods and/or Services and the Supplier's plan.
- 29.5 The Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) Business Days (or twenty-four (24) hours if within ten (10) Business Days of the start of the Project or during the Project) prior to the Step-Out Date, develop for the Purchaser's and/or the Purchaser Client's approval (as the case may be) a draft plan (a **"Step-Out Plan"**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement and the relevant Purchase Order.
- 29.6 If the Purchaser and/or the Purchaser Client (as the case may be) does not approve the draft Step-Out Plan, they shall inform the Supplier of the reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Purchaser and/or the Purchaser Client for approval. The Purchaser and/or the Purchaser Client (as the case may be) shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- 29.7 The Supplier shall bear its own costs in connection with any step-in by the Purchaser and/or the Purchaser Client under this Clause, provided that the Purchaser shall reimburse the Supplier's reasonable additional costs and expenses incurred directly as a result of any step-in action taken by the Purchaser under:
- 29.7.1 limb (c) of the definition of a Step-In Trigger Event; or
 - 29.7.2 limb (d), (e) and (g) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Purchaser serving the Step-In Notice is identified as not being the result of the Supplier's Default).
- 29.8 Except as expressly set out in this Clause 29, nothing in this Clause 29 limits the Supplier's liability to the Purchaser for any breach of this Agreement (including any breach giving rise to the step-in itself).
- 29.9 The exercise by the Purchaser of its rights under this Clause 29 is without prejudice to its other rights or remedies, including any right to terminate this Agreement.

30. AUDIT, TRANSPARENCY AND PROVISION OF INFORMATION

- 30.1 The Supplier shall provide reasonable transparency to the Purchaser in relation to any costs to be applied to the provision of the Goods and/or Services.
- 30.2 The Supplier shall maintain complete and accurate books and records relating to this Agreement and shall retain them for the Term and for a period of three (3) years following termination or expiry of this Agreement (or such longer period as may be required by Applicable Law or by the Purchaser Client). The Supplier shall allow the Purchaser, the Purchaser Client and their respective agents, auditors and authorised representatives to access, inspect and audit the

Supplier's relevant 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. The Supplier shall procure that its subcontractors maintain equivalent books and records, retain them for the same period, and grant equivalent rights of access, inspection and audit to the Purchaser, the Purchaser Client and their respective agents, auditors and authorised representatives. Any such audit shall be conducted in a manner designed to minimise disruption to the Supplier's business. Where such access, inspection or audit is required by the Purchaser Client, a governmental authority or regulator, the 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 Purchaser will pay the costs of any audits unless any discrepancy or non-compliance is revealed by an audit in which case the costs of that audit will be paid by the Supplier.

31. 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.

32. NOTICES

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

32.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service to the Purchaser at the registered office of the member of the Identity Group that is the Purchaser for the relevant supply, and to the Supplier at the address specified in the relevant Purchase Order or in the Supplier's onboarding record held by the Purchaser, or in each case as otherwise notified in writing to the other party; or

32.1.2 sent by email to the Purchaser at procurement@identityglobal.com, and to the Supplier at the email address specified in the relevant Purchase Order or in the Supplier's onboarding record held by the Purchaser.

32.2 Unless proven otherwise, any notice or communication shall be deemed to have been received:

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

32.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

32.2.3 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 Clause 32.2.3, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

32.3 This clause 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.

33. ENTIRE AGREEMENT

33.1 This Agreement (which, in respect of any supply, includes the applicable Purchase Order and any Special Terms and Conditions) constitutes the entire agreement between the parties in

respect of that supply and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 33.2 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.

34. NO VARIATION

The Purchaser may amend these Terms from time to time by publishing an updated version in accordance with Part 1 (Application of These Terms), and the version in force when a Purchase Order is issued (or, where no Purchase Order is issued, when supply commences) shall govern that supply. Save as set out above, no variation shall be effective unless made in writing and agreed by an Authorised Signatory of each Party, except that this Clause 34 shall not apply to any changes made in accordance with Clause 7 (Change Control Procedure) or to any action taken by the Purchaser in the exercise of its rights under Clause 18 (Project Delays and Cancellation).

35. 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 authorise any party to make or enter into any commitments for or on behalf of any other party.

36. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent legislation in the Applicable Jurisdiction) to enforce any term of this Agreement. The following persons may enforce the terms of this Agreement subject to and in accordance with its terms: (a) the Purchaser Client; and (b) each member of the Identity Group. The Parties may rescind, vary or terminate this Agreement in accordance with its terms without the consent of any such third party.

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 Supplier may not assign, novate, transfer, sublicense, subcontract, charge or otherwise deal in this Agreement or any of its rights or obligations arising pursuant to this Agreement (in whole or in part), nor purport to do any of the same, without the express prior written consent of the Purchaser. The Purchaser 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 Purchaser to the Purchaser Client.

39. GOVERNING LAW AND DISPUTE RESOLUTION

The governing law and dispute resolution mechanism applicable to this Agreement shall be as set out in the Schedule corresponding to the Applicable Jurisdiction:

- (a) For UK/Europe agreements: Schedule A-1
- (b) For USA agreements: Schedule A-2
- (c) For UAE agreements: Schedule A-3
- (d) For KSA agreements: Schedule A-4
- (e) For Australia agreements: Schedule A-5

Other Group brands include:

IDENTITYCoda
Healthcare Communications

EPG | Event Planning Group

an IDENTITY company

PART 3 - THE SCHEDULES

The following Schedules form an integral part of this Agreement. For the avoidance of doubt, in respect of Schedules A-1 to A-5, only the Jurisdiction Schedule corresponding to the Applicable Jurisdiction determined in accordance with Part 1 (Application of These Terms) shall form an integral part of this Agreement and shall be operative; the remaining Jurisdiction Schedules are included in this document for reference purposes only and shall have no operative effect under this Agreement:

1. **Schedule A-1: United Kingdom/Europe Provisions (operative only where United Kingdom/Europe is the Applicable Jurisdiction).**
2. **Schedule A-2: United States Provisions (operative only where the United States of America is the Applicable Jurisdiction).**
3. **Schedule A-3: United Arab Emirates Provisions (operative only where the United Arab Emirates is the Applicable Jurisdiction)**
4. **Schedule A-4: Kingdom of Saudi Arabia Provisions (operative only where the Kingdom of Saudi Arabia is the Applicable Jurisdiction)**
5. **Schedule A-5: Australia Provisions (operative only where Australia is the Applicable Jurisdiction)**
- 6.

SCHEDULE A-1

UNITED KINGDOM / EUROPE PROVISIONS

This Schedule applies where the Applicable Jurisdiction is United Kingdom / Europe.

The provisions in this Schedule supplement and, where specified, modify the Terms and Conditions in Part 2 of this Agreement.

A-1.1 FREEDOM OF INFORMATION AND TRANSPARENCY

1. The Supplier acknowledges that the Purchaser Client may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and that in such circumstances the Purchaser has certain obligations to the Purchaser Client relating to the FOIA and the EIRs.
2. The Supplier shall (and shall procure that its sub-contractors (if any)) shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by the Purchaser to enable the Purchaser to comply with its obligations to the Purchaser Client under the FOIA and EIRs; and
 - (b) transfer to the Purchaser all 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.
3. The Supplier acknowledges that the Purchaser may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The Purchaser shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement) the Purchaser shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is except from disclosure in accordance with the FOIA and EIRs.

A-1.2 EQUALITY, SOCIAL VALUE AND MODERN SLAVERY

1. Equality and Discrimination

The Supplier shall and shall procure that all of its Group companies, sub-contractors and all of its and their personnel shall at all times comply with all Applicable Laws, including all United Kingdom legislation relating to all forms of discrimination including (without limitation) the Equality Act 2010 and/or any statutory modifications or re-enactments thereof relating to discrimination in employment.

2. Social Value

- (a) The Supplier acknowledges the importance of social value and agrees to perform the Services in a manner that adheres to the principles and outputs set out in the Sustainability Policy issued by the Purchaser and any related Action Plans issued by the Purchaser, to the extent reasonably applicable.
- (b) The Supplier shall, to the extent applicable, record the following:
 - i. Carbon Footprint - calculation of outputs and targets for reduction

- ii. Energy Consumption: targets in the usage of greener energy
- iii. Recycling Rate: target recycling rates and diversion from landfill
- iv. Supply Chain Miles: target limits for the miles which materials and goods need to travel
- v. Waste Reduction: target consumption reductions and re-use of materials

and use any tool requested and supplied by the Purchaser to monitor compliance with the Purchaser's sustainability requirements as notified to the Supplier and upload any relevant information requested by the Purchaser.

3. **Anti-Slavery**

- (a) In performing its obligations under this Agreement, the Supplier:
 - i. Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and any modern-slavery and human trafficking policy that the Purchaser has in place from time to time;
 - ii. provide to the Purchaser such information as the Purchaser may reasonably request in order to provide the Purchaser with assurance that there is no human trafficking in the Supplier's supply chains;
 - iii. submit to the Purchaser a declaration of compliance with the Modern Slavery Act 2015 in a form to be provided by the Purchaser;
 - iv. notify the Purchaser in writing (and setting out full details of the relevant circumstances) 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 or the Project; and
 - v. include in contracts with its subcontractors' anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Paragraph A-1.2.
- (b) The Supplier represents and warrants to the Purchaser that, at the date of the Agreement, neither the Supplier nor any of its personnel:
 - i. has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or
 - ii. 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 offence or alleged offence of, or in connection with, slavery and human trafficking.
- (c) The Supplier shall inform the Purchaser promptly if there is any change to the representations and warranties set out in paragraph (b) above, material or otherwise.
- (d) The Supplier shall maintain a complete set of records of all documentation and materials provided to the Purchaser 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 Purchaser upon reasonable request and shall notify the Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement.

- (e) The Supplier shall indemnify the Purchaser against any losses, liabilities, damages, costs (including, but not limited to, legal fees) and expenses incurred by, or awarded against, the Purchaser as a result of any breach by the Supplier of the Modern Slavery Act 2015.
- (f) Where the Purchaser reasonably suspects a breach of paragraphs 3(a) to (d) above of this Section A-1.2, the Purchaser shall first conduct an investigation in accordance with its audit rights under Clause 30 of the Agreement. Following such investigation, the Purchaser may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier is found to have committed a breach of paragraphs 3(a) to (d) above of this Section A-1.2.
- (g) Any breach by the Supplier of paragraphs 3(a) to 3(d) above of this Section A-1.2 shall be deemed a material breach of this Agreement which is incapable of remedy.

A-1.3 TRANSFER OF EMPLOYEES (TUPE)

1. The Supplier agrees to arrange its personnel and, if applicable, procure that any sub-contractor of the Supplier arranges its personnel, in relation to the provision of the Services in such a way that no contract of employment of any individual will transfer from the Supplier (or from any sub-contractor of the Supplier) to the Purchaser or to any New Supplier by virtue of the TUPE Regulations on the cessation or partial cessation of the provision of the Services by the Supplier, or otherwise.
2. If the employment of any individual is transferred from the Supplier (or any sub-contractor of the Supplier) to the Purchaser or to any New Supplier by virtue of the TUPE Regulations or any person asserts that his employment has so transferred, then the Purchaser or the New Supplier (as applicable) shall notify the Supplier within seven (7) days of becoming aware of the fact, the Supplier may within twenty one (21) days of receiving such notification offer to re-employ such individual, and not earlier than twenty one (21) days after the Purchaser or the New Supplier (as applicable) notifies the Supplier of the transfer or alleged transfer the Purchaser or such New Supplier (as applicable) may terminate the employment of any such person (in so far as it has not already terminated).
3. The Supplier shall, on demand by the Purchaser, indemnify the Purchaser and each New Supplier against (or, at the option of the Purchaser, indemnify the Purchaser on its own behalf and/or on behalf of any such New Supplier), and as a separate obligation undertakes to pay to the Purchaser the amount of, all losses, fines, penalties, awards, liabilities, costs, claims, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Purchaser and/or any such New Supplier may suffer or incur and which arise in connection with or as a result of:
 - (a) any claim or demand made by an employee or former employee of the Supplier arising from any act, fault or omission of the Supplier at any time up to the cessation or partial cessation of the provision of the Services by the Supplier;
 - (b) as a result of any failure to comply with the information and consultation requirements set

out in the TUPE Regulations including any award of compensation under regulation 15 of TUPE save where such failure relates to the failure of the Purchaser or the New Supplier.

- (c) the employment or engagement of the relevant person until that relationship is terminated and all losses, fines, penalties, awards, liabilities, costs, claims, damages and expenses (including reasonable legal expenses on an indemnity basis) arising out of the termination itself.
- 4. If the TUPE Regulations apply to transfer the employment of any person employed by the Supplier to the Purchaser or any New Supplier then if the Purchaser or such New Supplier shall serve a notice terminating the employment of such person within six months after the date of such transfer, the Supplier shall indemnify the Purchaser (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Purchaser or a New Supplier is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.
- 5. In this Section A-1.3, "New Supplier" means a supplier (who is not the Supplier) appointed by the Purchaser or the Purchaser Client to supply the Services (or similar Services) in succession to the Supplier on expiry or termination of the Agreement.
- 6. In this Section A-1.3, "TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or any legislation or regulations which amend, replace or consolidate them.

A-1.4 UK DATA PROTECTION (GDPR)

- 1. The following capitalized terms shall have respective meaning assigned to them below:
 - (a) **Data Protection Legislation:** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Purchaser, the Purchaser Client or the Supplier is subject, which relates to the protection of personal data.
 - (b) **EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
 - (c) **Purchaser Personal Data:** any personal data which the Supplier processes in connection with this Agreement in the capacity of a processor on behalf of the Purchaser.
 - (d) **Other Applicable Laws:** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.
 - (e) **Supplier Personal Data:** any personal data which the Supplier processes in connection with this Agreement, in the capacity of a controller.
 - (f) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

For the purposes of this Section A-1.4, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning

given to them in the UK GDPR.

2. The parties will comply with all applicable requirements of the Data Protection Legislation. This Section A-1.4 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Data Protection Legislation.
3. The parties have determined that for the purposes of the Data Protection Legislation, all personal data processed by the Supplier in connection with the Services shall be Purchaser Personal Data unless the Purchase Order specifies any data that shall be Supplier Personal Data.
4. The Purchaser will collect and process personal data relating to the Supplier Personnel or otherwise provided by the Supplier in accordance with the Purchaser's Data Protection Policy.
5. The Supplier shall process all Supplier Personal Data strictly in accordance with its data protection policy. The Supplier acknowledges and agrees that it is solely responsible for ensuring that the processing of Supplier Personal Data complies with Other Applicable Laws, including the Data Protection Legislation, and in particular, that all required fair processing information is provided to the relevant data subject.
6. The Supplier shall, in relation to any Purchaser Personal Data:
 - (a) use and Process the Purchaser Personal Data only for the purpose of fulfilling its obligations under this Agreement and only in accordance with the Purchaser's express instructions unless the Supplier is required by Other Applicable Laws to otherwise process that Purchaser Personal Data. Where the Supplier is relying on Other Applicable Laws as the basis for processing Purchaser Personal Data, the Supplier shall promptly notify the Purchaser of this before performing the processing required by Other Applicable Laws unless those laws prohibit the Supplier from so notifying the Purchaser on important grounds of public interest. The Supplier shall immediately inform the Purchaser if, in the opinion of the Supplier, the instructions of the Purchaser infringe the Data Protection Legislation;
 - (b) comply with the express instructions or directions of the Purchaser from time to time in connection with the use of the Purchaser Personal Data;
 - (c) promptly (and without undue delay) inform the Purchaser if, in the Supplier's opinion, an instruction from the Purchaser infringes the Data Protection Legislation;
 - (d) not disclose or transfer the Purchaser Personal Data to any third party or personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Purchaser;
 - (e) keep the Purchaser Personal Data confidential;
 - (f) take reasonable steps to ensure the reliability of any of the Supplier's Personnel who have access to the Purchaser Personal Data;
 - (g) ensure that only those of the Supplier's Personnel who need to have access to the Purchaser Personal Data are granted access to the Purchaser Personal Data, on a need-to-know basis, and only for the purposes of the performance of this Agreement in accordance with the Purchaser's documented instructions; and all of the Supplier's Personnel required to access the Purchaser Personal Data are: (i) informed of the

confidential nature of the Purchaser Personal Data; (ii) are under a contractual and/or statutory obligation to keep the Purchaser Personal Data confidential; and (iii) are periodically trained and made aware of the applicable privacy and information security requirements;

- (h) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Purchaser Personal Data and/or accidental loss, destruction, or damage to the Purchaser Personal Data. Such technical and organisational measures will include as a minimum compliance with the Purchaser's Data Protection and Cyber-Security Policies as supplied from time to time and shall include:
 - i. the pseudonymisation and encryption of Purchaser Personal Data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to Purchaser Personal Data in a timely manner in the event of a physical or technical incident;
 - iv. the use of industry-standard encryption protocols as set out in clause 21.4 of the Agreement; and
 - v. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security, the Supplier shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to Purchaser Personal Data transmitted, stored or otherwise processed.

- (i) not process or otherwise transfer any Purchaser Personal Data outside of the combined area of the UK and the EEA without the Purchaser's prior written consent and the following conditions are fulfilled:
 - a. the Purchaser or the Supplier has provided appropriate safeguards in relation to the transfer;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d. the Supplier complies with reasonable instructions notified to it in advance by the Purchaser with respect to the processing of the Purchaser Personal Data;.
- (j) assist the Purchaser in responding to any data subject access request and with ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (k) notify the Purchaser without undue delay (and in any event not later than 48 hours) on becoming aware of a personal data breach or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates

to the Purchaser's or Supplier's compliance with the Data Protection Legislation or which otherwise relates to the Purchaser Personal Data;

- (l) at the written request of the Purchaser, delete or return all Purchaser Personal Data and any copies thereof to the Purchaser on termination of this Agreement and if no written request is received within 30 days of termination of the Agreement, the Supplier shall delete all Purchaser Personal Data, unless the Supplier is required by the Data Protection Legislation or any Other Applicable Laws to store the Personal Data. For the purposes of this paragraph 6(d) of Section A-1.4, the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
 - (m) maintain complete and accurate records and information to demonstrate compliance with this Section A-1.4 and allow for audits by the Purchaser or the Purchaser's designated auditor to demonstrate compliance with the Data Protection Legislation and this Section A-1.4.
 - (n) The Purchaser may, at any time on not less than thirty (30) days' notice, revise paragraph 6 of this Section A-1.4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
7. The Supplier may only appoint a third party processor of Purchaser Personal Data under this Agreement with the prior written consent of the Purchaser and the Supplier agrees that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause A-1.4 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Purchaser and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause A1.4.7.

A-1.5 TAXATION

1. The Supplier shall be fully responsible for and shall indemnify the Purchaser for and in respect of any Tax (howsoever arising or assessed) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with this Agreement, the provision of any Supplies pursuant to this Agreement or any payment or benefit received by any person engaged by the Supplier to perform the Supplies or any of them.
2. The Supplier shall further indemnify the Purchaser against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Purchaser in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
3. The Supplier shall use all reasonable endeavours to avoid engaging any person who is not subject to full deduction of Tax as an employee or deemed employee under PAYE on the payroll of the Supplier or a tax compliant agency or umbrella company ("**IR35 Worker**") for the provision of any of the Services.
4. The Supplier warrants that it is the "end client" for the purposes of IR35 in respect of each IR35 Worker and shall in respect of each IR35 Worker:
 - (a) provide to the Purchaser details of the assessment and record-keeping processes which the Supplier shall use to determine the status of all IR35 Workers for IR35 purposes;

- (b) provide to the Purchaser a monthly update setting out details of all assessments by the Supplier of IR35 Workers which have been made for IR35 purposes; and
 - (c) provide on demand all such assistance, information and documentation (including without limitation copy correspondence) as the Purchaser may require in relation to any query, enquiry or investigation in connection with any IR35 status determinations made (or required to be made) in respect of any IR35 Worker, including in connection with any appeal.
- 5. The Supplier shall use all reasonable endeavours to comply with its own obligations pursuant to IR35 and shall procure that the IR35 Worker and any other intermediary so complies.
- 6. If HMRC at any time, whether following an enquiry or PAYE audit or otherwise, determine that IR35 applies and the Purchaser is the "end client" for IR35 purposes in respect of any IR35 Worker, the Supplier shall indemnify the Purchaser in full in respect of any costs, expenses, damages or loss (including any Tax, interest and penalties) incurred by the Purchaser in connection therewith (the "IR35 Liability") and the Purchaser may at its option deduct from any payment due to the Supplier an amount equal to any such IR35 Liability. The Supplier shall pay to the Purchaser on demand a sum equal to the amount of any IR35 Liability not so deducted.
- 7. The Supplier shall maintain records of any IR35 Worker, including records of any payment or benefit provided to or for the benefit of the IR35 Worker, copies of all status determination statements and any correspondence relating thereto and the Supplier shall provide copies of such records to the Purchaser on demand.
- 8. The Supplier shall (and shall procure that its associated persons shall) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence for the purposes of Criminal Finances Act 2017 and shall have and maintain throughout the Term of this Agreement such policies and procedures as are reasonable to prevent the facilitation of tax evasion by another person, as required by Criminal Finances Act 2017.
- 9. The Supplier shall on demand provide to the Purchaser details of the reasonable prevention measures it has taken to prevent the commission of an offence pursuant to Criminal Finances Act 2017 and shall promptly report to the Purchaser any request or demand from a third party to facilitate the evasion of tax in connection with the performance of this Agreement.

A-1.6 CORRUPT GIFTS OR PAYMENTS

For the purposes of this Section A-1.6, "**Relevant Requirements**" means all Applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

- (a) The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its Supplier Personnel or sub-contractors, have at any time prior to the Commencement Date:
 - i. been convicted of any offence involving bribery or corruption, fraud or dishonesty;
 - ii. been the subject of investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or;
 - iii. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for

participation in government procurement programmes or contracts on grounds related to corruption, bribery or fraud offences or misconduct.

- (b) The Supplier shall (and shall ensure that the Supplier Personnel shall) during the Term:
- i. comply with the Relevant Requirements;
 - ii. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - iii. comply with the Purchaser's Ethics, Anti-bribery and Anti-corruption Policies set out at [Identity Policies](#), as the Purchaser may update them from time to time (**Relevant Policies**);
 - iv. not do, or omit to do, any act that will cause or lead the Purchaser or the Purchaser Client to be in breach of any of the Relevant Requirements or Relevant Policies;
 - v. establish, maintain and enforce its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and this Section A-1.6;
 - vi. notify the Purchaser (in writing) if it becomes aware of any breach of this Section A-1.6, or has reason to believe that it or any Supplier Personnel have received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;
 - vii. immediately notify the Purchaser (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date;
 - viii. if requested, provide the Purchaser with reasonable assistance, to enable the Purchaser to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
 - ix. if so, required by the Purchaser, within twenty (20) days of the date of this Agreement, and annually thereafter, certify to the Purchaser in writing signed by an officer of the Supplier, compliance with this Section A-1.6 by the Supplier, Supplier Personnel and all persons referred to in paragraph (c) of this Section. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request;
 - x. immediately notify the Purchaser if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in in this Section A-1.6 at the relevant time.
- (c) The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Section A-1.6 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.
- (d) If the Supplier makes a notification to the Purchaser under this Section A-1.6, the Supplier shall respond promptly to the Purchaser's enquiries, co-operate with any investigation, and allow the Purchaser to audit any books, records and/or any other relevant documentation subject to Clause 21 of the Agreement.

- (e) If the Supplier breaches this Section A-1.6, the Purchaser may by notice:
 - i. require the Supplier to remove any Supplier Personnel whose acts or omissions have caused the Supplier's breach from the Project; or
 - ii. immediately terminate this Agreement for material default.
- (f) Breach of this Section A-1.6 shall be deemed a material breach incapable of remedy under clause 14.3.

A-1.7 GOVERNING LAW AND DISPUTE RESOLUTION

1. Escalation Procedure

- (a) 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 Purchaser Representative who shall use their reasonable endeavours to resolve it.
- (b) If the dispute is not resolved within fourteen (14) days of the referral being made under paragraph 1(a) above, it will be referred to senior management of each Party who will use their reasonable endeavours to resolve the dispute within fourteen (14) days of referral under this paragraph (b).
- (c) Until the Parties have completed the steps referred to in paragraphs (a) and (b) above and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief.

2. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

3. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

A-1.8: DEFINITIONS - CONTROL AND CHANGE OF CONTROL

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

A-1.9: LIABILITY CAP EXCLUSION

Notwithstanding Clause 11.4 of the Agreement, any liability of the Supplier arising out of or in connection with a breach of this Schedule A-1 shall not be subject to the aggregate liability cap set out in Clause 11.4.

A-1.10 INSURANCE

- 1. During the Term and for the post-term period specified below, the Supplier shall, at its own expense, maintain in full force and effect at least the following insurance, with reputable insurers acceptable to the Purchaser: (a) Public Liability/General Liability: £2,000,000 per occurrence (aggregate unlimited unless otherwise agreed); (b) Professional Indemnity: £1,000,000 each claim; (c) Employer's Liability: £5,000,000 for each occurrence ; and (d) any other insurance

required by Applicable Law.

2. Limits are stated per occurrence unless expressed as an annual aggregate; where both apply, the per-occurrence limit must be met regardless of the aggregate position.
3. The Supplier shall maintain Professional Indemnity cover for a period of six (6) years following termination or expiry of this Agreement (reflecting the Limitation Act 1980).
4. The Supplier shall procure that any subcontractor engaged in the delivery of the Goods and/or Services holds insurance at least equivalent to the limits in this Section.
5. Where a specific engagement requires higher or additional cover (including large-scale public events, government clients, or venues with specific insurance requirements), those requirements will be set out in the relevant Purchase Order, which shall prevail to the extent of any inconsistency.
6. Where a limit is stated in GBP and the Supplier operates in another currency, the GBP equivalent at the date of contract execution applies.
7. The Supplier shall, on request, provide the Purchaser with certificates of insurance and evidence that premiums have been paid, shall comply with the terms of all such policies, and shall notify the Purchaser without delay if any cover lapses, is not renewed or is materially changed.

SCHEDULE A-2

UNITED STATES PROVISIONS

This Schedule applies where the Applicable Jurisdiction is United States of America.

The provisions in this Schedule supplement and, where specified, modify the Terms and Conditions in Part 2 of this Agreement.

A-2.1 US DATA PROTECTION

1. Information Security.

- (a) If, in the course of its engagement by Purchaser, 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, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Supplier's sole cost and expense.
- (b) Supplier shall always cause each Authorized Employee to abide strictly by Supplier's obligations under this Agreement and Supplier's standard policies and procedures, which shall include:
 - i. Supplier ensuring that such Authorized Employees are bound by appropriate contractual confidentiality, data protection, and data security obligations that are at least as restrictive as this Agreement, or are under appropriate statutory obligations of confidentiality, only have access required to provide the Services, and at all times act in compliance with applicable law and the obligations of this Agreement.
 - ii. Supplier enforcing the least privilege model for access to Supplier's systems and Purchaser information, including personal information. Supplier shall periodically assess whether Authorized Employees have a business need to access Personal Information. When any Supplier Authorized Employee no longer has a business need for access privileges to Purchaser personal information assigned to them, the access privileges shall promptly be revoked.
 - iii. Supplier maintaining a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Supplier's officers, partners, principals, employees, agents, or contractors. Upon Purchaser's request, Supplier shall promptly identify for Purchaser in writing all Authorized Employees as of the date of such request.

A-2.2 EMPLOYMENT CLASSIFICATION AND TAX OBLIGATIONS

- 1. Supplier shall correctly classify all workers engaged to perform the Services, including as employee versus independent contractor, and as exempt versus non-exempt, and shall be responsible for any fines, penalties, back-pay, or assessments arising from misclassification.
- 2. If Supplier engages independent contractors for the Services, Supplier shall use a written agreement with each such contractor that, at a minimum: (a) applies the classification criteria required by Applicable Law; (b) makes the contractor responsible for its own taxes; (c) states that the contractor receives no Supplier employee benefits and is not covered by Supplier's

workers' compensation insurance; (d) assigns to Supplier all intellectual property the contractor develops in connection with the Services; and (e) imposes confidentiality obligations consistent with this Agreement.

3. Supplier shall indemnify Purchaser against any employment-related tax, liability, deduction, contribution, assessment, or claim arising from Supplier's breach of this Section or misclassification of any worker engaged by Supplier to perform the Services, together with related costs, expenses, penalties, fines, and interest, provided that Purchaser (a) promptly notifies Supplier of any such claim, (b) permits Supplier to control the defense (subject to Purchaser's consent, not to be unreasonably withheld, before any settlement that imposes obligations on Purchaser), and (c) reasonably cooperates at Supplier's expense. Supplier shall remain responsible for the acts and omissions of all persons it engages to perform the Services, whether employees, independent contractors, or subcontractors, as if such acts and omissions were Supplier's own.

A-2.3 FREEDOM OF INFORMATION AND TRANSPARENCY

1. Supplier acknowledges that a Purchaser Client may be subject to public-records, freedom-of-information, environmental-impact, or similar Applicable Laws.
2. If requested by Purchaser, Supplier shall, and shall ensure that its subcontractors, provide reasonable assistance and information necessary for Purchaser to meet its obligations to a Purchaser Client under such Applicable Laws. Supplier shall also forward to Purchaser within two (2) Business Days any request for information relating to this Agreement.
3. Supplier acknowledges that Purchaser or a Purchaser Client may be required by Applicable Law to disclose information relating to Supplier or this Agreement, including Confidential Information or commercially sensitive information, without Supplier's consent. Where legally permitted and reasonably practicable, Purchaser will notify Supplier of a request specifically seeking such information, but Purchaser or the Purchaser Client, as applicable, will determine whether the information must be disclosed.

A-2.4 COMPLIANCE WITH LAWS AND CLIENT REQUIREMENTS

1. **Compliance with Laws.** Supplier shall ensure that its personnel, agents, representatives, and subcontractors performing Goods or Services under this Agreement, comply with all Applicable Laws relating to their performance under this Agreement, including applicable laws concerning employment, discrimination, harassment, wages and working conditions, health and safety, anti-bribery and corruption, modern slavery, forced labor, and human trafficking.
2. **Client Flow-Down Requirements.** Purchaser may provide Supplier with written notice of contractual requirements, policies, standards, or other obligations imposed on Purchaser by an applicable client, venue, or event owner that are relevant to Supplier's performance of the Goods or Services ("Flow-Down Requirements"). Supplier shall comply with, and shall ensure that its applicable personnel and subcontractors comply with, all Flow-Down Requirements identified in the applicable Purchase Order or otherwise provided to Supplier in writing, but only to the extent that such Flow-Down Requirements are reasonably applicable to the Goods or Services provided by Supplier.
3. **Conflicts and Material Impacts.** Supplier shall promptly notify Purchaser in writing if Supplier reasonably believes that any Flow-Down Requirement conflicts with this Agreement or

Applicable Law or will materially affect the scope, cost, or schedule of the Goods or Services. The parties shall work in good faith to address the issue, including through an appropriate Purchase Order or Change Order where necessary. Supplier shall not be entitled to any adjustment unless approved by Purchaser in writing before Supplier incurs the applicable additional cost or performs the additional work.

4. **Subcontractors.** Supplier shall include in its agreements with subcontractors performing any material portion of the Goods or Services those provisions of this Section and any Flow-Down Requirements that are applicable to the subcontracted work. Supplier shall remain responsible for the acts and omissions of its subcontractors as if they were the acts and omissions of Supplier.
5. **Notice of Noncompliance.** Supplier shall promptly notify Purchaser after becoming aware of any actual or reasonably suspected material violation of Applicable Law or any Flow-Down Requirement that relates to the Goods or Services or could reasonably affect Purchaser, its client, or an event. Supplier shall provide reasonable information regarding the circumstances and cooperate with Purchaser in investigating and addressing the matter.
6. **Records and Cooperation.** Supplier shall maintain records reasonably sufficient to demonstrate its material compliance with this Section and shall provide such records to Purchaser upon reasonable written request, subject to applicable confidentiality, privacy, and legal restrictions.
7. **Remedies.** A breach of this Section shall constitute a material breach of this Agreement. If Purchaser reasonably determines that continued performance may expose Purchaser, its client, event attendees, or other persons to material legal, safety, reputational, or operational risk, Purchaser may suspend the affected Goods or Services pending investigation or corrective action. Purchaser may terminate this Agreement or the applicable Purchase Order in accordance with the termination provisions of this Agreement if Supplier fails to promptly cure a curable breach or if the breach is incapable of cure.

A-2.5 CORRUPT GIFTS OR PAYMENTS

1. Supplier shall, and shall ensure that its personnel, agents, representatives, and subcontractors performing under this Agreement:
 - (a) comply with all Applicable Laws relating to bribery, corruption, fraud, and kickbacks;
 - (b) not directly or indirectly offer, promise, authorize, provide, request, or accept any bribe, kickback, improper payment, or other thing of value to improperly influence any person, obtain or retain business, secure an improper advantage, or reward improper performance; and
 - (c) maintain reasonable policies, controls, and accurate books and records designed to promote compliance with this Section.
2. Supplier shall promptly notify Purchaser of any actual or reasonably suspected material violation of this Section relating to this Agreement and shall reasonably cooperate with Purchaser in investigating and addressing the matter. A material violation of this Section shall constitute a material breach of this Agreement.

A-2.6 INDEMNIFICATION

1. The Supplier shall indemnify the Purchaser and the Purchaser 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 Indemnified Party arising out of or related to any third-party claim alleging:
 - (a) Breach or non-fulfillment of any provision of this Agreement by Supplier or Supplier Personnel;
 - (b) Any negligent or more culpable act or omission of Supplier or Supplier Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
 - (c) 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 (including any reckless or willful misconduct);
 - (d) any failure of Supplier or Supplier Personnel to comply with any Applicable Laws in the performance of its obligations under this Agreement;
 - (e) 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; and
 - (f) 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
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 paragraph 1 of this Section A-2.6. Indemnified Party's failure to provide a Claim Notice to Supplier under this paragraph 2 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. Supplier's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.
3. Notwithstanding anything to the contrary in paragraph 1 of this Section A-2.6, Indemnified Party may select its own legal counsel to represent its interests, and Supplier shall:
 - (a) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and
 - (b) remain responsible to Indemnified Party for any Losses indemnified under paragraph 1 of this Section A-2.6.
4. Supplier shall give prompt written notice to Indemnified Party of any proposed settlement of a claim that is indemnifiable under paragraph 1 of this Section A-2.6. 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.

A-2.7 FEES, INVOICING, AND TAXES

1. Supplier shall invoice Purchaser for the Fees in accordance with the applicable Purchase Order or, where no Purchase Order has been issued, as otherwise agreed between the Parties in accordance with Clause 3.3. Each invoice must include the applicable Purchase Order number (if any), reasonable supporting documentation, and a separate itemization of any sales, use, or similar transaction taxes that Purchaser is legally required to pay, and may not exceed the amount authorized under the Purchase Order or, where no Purchase Order has been issued, the amount otherwise agreed between the Parties. Supplier is responsible for properly collecting, reporting, and remitting all Taxes for which it is legally responsible, and Purchaser will not be required to pay any Tax for which it provides a valid exemption, resale, or direct-pay certificate. Purchaser may deduct and remit any Taxes required to be withheld by Applicable Law. Purchaser shall pay all valid and undisputed amounts within thirty (30) days after receiving a complete and accurate invoice and may delay payment of an incomplete or inaccurate invoice or withhold amounts disputed in good faith or attributable to noncompliant Goods or Services. Supplier shall reimburse Purchaser for any Taxes, penalties, interest, or similar charges resulting from Supplier's failure to properly invoice, collect, report, or remit Taxes. The Parties shall reasonably cooperate regarding Tax exemptions, audits, and related matters. Upon reasonable prior written notice, Purchaser may set off any amount Supplier owes Purchaser against any amount Purchaser owes Supplier under this Agreement or any other agreement between the Parties.

A-2.8 INSURANCE

1. During the Term, the Supplier shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in paragraph 2 of this Section A-2.8:
 - (a) Public liability/General Liability with limits of no less than \$2,000,000.00 for each occurrence (aggregate unlimited unless otherwise agreed);
 - (b) Professional Errors and Omissions Insurance: \$2,000,000.00 per claim;
 - (c) Employer's Liability insurance: \$1,000,000.00 for each occurrence;
 - (d) Workers' Compensation cover, to the statutory minimum required by Applicable Law in each relevant state; and
 - (e) any other insurance required by Applicable Law
2. The Supplier shall ensure that all insurance policies required pursuant to paragraph 1 above this Section A-2.8:
 - (a) are issued by insurance companies reasonably acceptable to the Purchaser with a Best's Rating of no less than A-VII;
 - (b) provide that the insurance carriers give the Purchaser at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, the Supplier has new insurance policies in place that meet the requirements of paragraph 1 of this Section A-2.8;
 - (c) provide that such insurance is primary insurance and that any similar insurance in the name of and/or for the benefit of the Purchaser shall be excess and non-contributory
 - (d) name the Purchaser and the Purchaser Client, including in each case all successors and

permitted assigns, as additional insureds (other than in respect of Workers' Compensation and Professional Indemnity cover); and

- (e) waive any right of subrogation of the insurers against the Purchaser and the Purchaser Client.
- 3. Limits are stated per occurrence unless expressed as an annual aggregate; where both apply, the per-occurrence limit must be met regardless of the aggregate position.
- 4. The Supplier shall procure that any subcontractor engaged in the delivery of the Goods and/or Services holds insurance at least equivalent to the cover required under this Section.
- 5. The Supplier shall maintain Professional Errors and Omissions Insurance cover for a period of three (3) years following termination or expiry of this Agreement.
- 6. Where a specific engagement requires higher or additional cover (including large-scale public events, government clients, or venues with specific insurance requirements), those requirements will be set out in the relevant Purchase Order, which shall prevail to the extent of any inconsistency.
- 7. Upon the written request of the Purchaser, the Supplier shall provide the Purchaser with copies of the certificates of insurance and policy endorsements for all insurance coverage required by paragraph 1 of this Section 2.8 and shall not do anything to invalidate such insurance. This Section A-2.8 shall not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations imposed under this Agreement (including any provisions requiring a Party to indemnify, defend and hold the other harmless).

A-2.9 GOVERNING LAW AND DISPUTE RESOLUTION

- 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 Purchaser Representative who shall use reasonable endeavors to resolve it.
- 2. If the dispute is not resolved within fourteen (14) days of the referral being made under paragraph 1 of this Section A-2.9, it will be referred to the finance director of the Purchaser (Email: procurement@identityglobal.com; accountsUSA@identityglobal.com) and a director of equivalent standing at the Supplier who will use their reasonable endeavors to resolve the dispute within fourteen (14) days of referral under this paragraph 2 of this Section A-2.9.
- 3. 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.

A-2.10 DEFINITIONS

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.

A-2.11: LIABILITY CAP EXCLUSION

Notwithstanding anything to the contrary in Clauses 11.3, 11.4, or 11.5 of the Agreement, none of those provisions shall apply to any liability of either Party arising out of or in connection with this Schedule A-2. For the avoidance of doubt, this Schedule A-2 does not establish any separate exclusion, limitation, or cap on such liability, which shall instead be determined in accordance with applicable law.

A-2.12: THIRD PARTY RIGHTS

The Purchaser Client and each member of the Identity Group are intended third-party beneficiaries of this Agreement and shall each have the right to enforce its terms directly against the Supplier as if a party to it, subject to and in accordance with the terms of this Agreement. Except as expressly stated in this Clause and in the Agreement, this Agreement does not confer any rights on any person who is not a party to it. The Parties may amend, vary, rescind or terminate this Agreement in accordance with its terms without the consent of any third-party beneficiary.

A.2.13: POST-TERMINATION RESTRICTIONS

- 40.** Clause 16 (Post-Termination Restrictions) of Part 2 is deleted in its entirety and replaced with the following:

“

- 16.1** *During the Term and for six (6) months after completion or termination of the applicable Project, Supplier shall not, without Purchaser's prior written consent, directly or indirectly:*

16.1.1 *circumvent Purchaser by soliciting, contracting with, or accepting work directly from a Purchaser Client or Restricted Customer for goods or services that are the same as or substantially similar to those provided in connection with the applicable Project;*
or

16.1.2 *provide such goods or services directly to a Restricted Customer.*

- 16.2** *Supplier shall not use Purchaser's Confidential Information, introductions, contacts, or other information obtained through this Agreement to avoid Purchaser's involvement, deprive Purchaser of fees or other compensation, or otherwise interfere with Purchaser's relationship with a Purchaser Client or Restricted Customer.*

- 16.3** *Supplier shall not knowingly make any false, misleading, or disparaging statement regarding Purchaser to a Purchaser Client or Restricted Customer that is reasonably likely to harm Purchaser's business or its relationship with such person. This restriction does not prohibit truthful statements required by Applicable Law, made in connection with legal proceedings, or made in good faith to a governmental or regulatory authority.*

- 16.4** *This Clause does not prohibit Supplier from:*

16.4.1 *continuing a business relationship that Supplier can demonstrate existed independently before Purchaser's introduction or the applicable Project;*

16.4.2 *providing goods or services that are unrelated to the applicable Project;*

16.4.3 *responding to a general solicitation not specifically directed to the applicable Purchaser Client or Restricted Customer; or*

16.4.4 performing services for a Purchaser Client through Purchaser or with Purchaser's prior written consent,

provided that Supplier does not use information obtained through this Agreement or otherwise act to circumvent Purchaser.

16.5 A breach of this Clause may cause irreparable harm for which monetary damages may be inadequate, and Purchaser may seek injunctive or other equitable relief in addition to any other available remedies.

For the purpose of this Clause 16, and in place of the definition of Restricted Customer in Clause 1.1, "Restricted Customer" means any firm, company, subcontractor, consultant, employee or other natural person of the foregoing that (a) is engaged by, or is a client or customer of, the Purchaser or a Purchaser Client in connection with a Project for which the Supplier is providing Goods or Services; (b) the Supplier first becomes aware of, or with whom the Supplier has material contact, as a result of the Supplier's performance under this Agreement; and (c) in respect of whom the Supplier's solicitation, dealing or contracting would reasonably be expected to interfere with the Purchaser's relationship with that person or entity or with the applicable Project. "Restricted Customer" does not include any person or entity with whom the Supplier can demonstrate it had a pre-existing business relationship independent of this Agreement, or who responds to a general solicitation not specifically targeted at such person or entity."

SCHEDULE A-3

UNITED ARAB EMIRATES PROVISIONS

This Schedule applies where the Applicable Jurisdiction is United Arab Emirates.

The provisions in this Schedule supplement and, where specified, modify the Terms and Conditions in Part 2 of this Agreement.

A-3.1 UAE DATA PROTECTION

1. The Supplier shall comply with its obligations under the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL) and any implementing regulations, guidance or other applicable UAE data protection and privacy legislation as amended or replaced from time to time (together the **"Data Protection Legislation"**).
2. The Purchaser will collect and process information relating to the Supplier in accordance with the Purchaser's Data Protection Policy.
3. The Supplier shall, in relation to any Personal Data processed by the Supplier under or in connection with this Agreement:
 - (a) use and Process the Personal Data only for the purpose of fulfilling its obligations under this Agreement and only in accordance with the Purchaser's express instructions;
 - (b) comply with the express instructions or directions of the Purchaser from time to time in connection with the use of the Personal Data;
 - (c) promptly (and without undue delay) inform the Purchaser if, in the Supplier's opinion, an instruction from the Purchaser infringes the Data Protection Legislation;
 - (d) not disclose or transfer the Personal Data to any third party or personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Purchaser;
 - (e) keep the Personal Data confidential;
 - (f) take reasonable steps to ensure the reliability of any of the Supplier's personnel who have access to the Personal Data;
 - (g) ensure that only those of the Supplier's personnel who need to have access to the Personal Data are granted access to Personal Data, on a need-to-know basis, and only for the purposes of the performance of this Agreement in accordance with the Purchaser's documented instructions; and all of the Supplier's personnel required to access the Personal Data are:
 - i. informed of the confidential nature of the Personal Data;
 - ii. are under a contractual and/or statutory obligation to keep the Personal Data confidential; and
 - iii. are periodically trained and made aware of the applicable privacy and information security requirements;
 - (h) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data. Such technical

and organisational measures will include as a minimum compliance with the Purchaser's Data Protection and Cyber-Security Policies as supplied from time to time;

- (i) not process or otherwise transfer any Personal Data outside of the UAE without the Purchaser's prior written consent and appropriate safeguards in accordance with the Data Protection Legislation;
- (j) assist the Purchaser in responding to any data subject access request and with ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (k) notify the Purchaser without undue delay on becoming aware of a Personal Data breach or communication which relates to the Purchaser's or Supplier's compliance with the Data Protection Legislation;
- (l) at the written request of the Purchaser, delete or return Personal Data and any copies thereof to the Purchaser on termination of this Agreement unless required by the Data Protection Legislation or any other Applicable Law to store the Personal Data; and
- (m) maintain complete and accurate records and information to demonstrate compliance with this Section A-3.1 and allow for audits by the Purchaser or the Purchaser's designated auditor.

A-3.2 GOVERNING LAW AND DISPUTE RESOLUTION

1. Escalation Procedure

- (a) If any dispute arises between the Parties out of, or in connection with, this Agreement, the matter shall be referred to the Representatives of each Party who shall use their reasonable endeavours to resolve it.
- (b) If the dispute is not resolved within fourteen (14) days of the referral being made under paragraph (a) above, it will be referred to senior management of each Party who will use their reasonable endeavours to resolve the dispute within fourteen (14) days of referral under this paragraph (b).
- (c) Until the Parties have completed the steps referred to in paragraphs (a) and (b), and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief.

2. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC).

3. Jurisdiction

Each Party irrevocably agrees that the courts of the DIFC shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

A- 3.3 CORRUPT GIFTS OR PAYMENTS

“Prohibited Act” means any of the following:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Purchaser Client or any other public body and/or the Purchaser a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - i. under UAE Penal Code relating to bribery and corruption; or
 - ii. under legislation concerning fraudulent acts; or
 - iii. defrauding, attempting to defraud or conspiring to defraud the Purchaser Client; or
 - iv. any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UAE.

“Relevant Requirements” means all Applicable Laws relating to bribery, corruption and fraud, including the provisions of UAE Penal Code relating to bribery and corruption.

- 1. The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its staff or sub-contractors, have at any time prior to the date of this Agreement:
 - (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 2. The Supplier must not:
 - (a) commit a Prohibited Act; or
 - (b) do or suffer anything to be done which would cause the Purchaser or the Purchaser Client or any of Purchaser’s or the Purchaser Client’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 3. The Supplier shall during the Term:
 - (a) establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

- (b) keep appropriate records of its compliance with its obligations under this Section A-3.3 and make such records available to the Purchaser on request;
 - (c) if so, required by the Purchaser, within twenty (20) Business Days of the date of this Agreement, and annually thereafter, certify to the Purchaser in writing that the Supplier and all persons associated with it or its sub-contractors or other persons who are supplying Goods and/or Services under this Agreement are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request; and
 - (d) have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Supplier staff or sub-contractors or any person acting on the Supplier's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Purchaser on request.
 - (e) The Supplier shall immediately notify the Purchaser in writing if it becomes aware of any breach of this Section A-3.3, or has reason to believe that it has or any of the Supplier staff or sub-contractors have:
 - i. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - ii. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
 - iii. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement; or
 - iv. otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
4. If the Supplier makes a notification to the Purchaser under this Section A-3.3, the Supplier shall respond promptly to Purchaser's enquiries, co-operate with any investigation, and allow the Purchaser to audit any books, records and/or any other relevant documentation in accordance with the provisions of this Agreement.
5. If the Supplier breaches this Section A-3.3, the Purchaser may by notice:
- (a) require the Supplier to remove any Supplier personnel whose acts or omissions have caused the Supplier's breach from the Project; or
 - (b) immediately terminate this Agreement for material default.
6. Any notice served by the Purchaser under this Section A-3.3 shall set out:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party who the Purchaser believes has committed the Prohibited Act;
- (c) the action that the Purchaser has elected to take; and
- (d) if relevant, the date on which this Agreement shall terminate.

A-3.4: DEFINITIONS - CONTROL AND CHANGE OF CONTROL

Control: means with respect to a Person, the power to direct or cause the direction of management and policies of such shareholder, either directly or indirectly, whether through the ownership, either directly or indirectly, of the voting securities of such Person, or the power to appoint or remove of a majority of the members of, or the power over a majority of the voting rights cast in meetings of, the board of directors or equivalent governing body of such Person whether by operation of law, by contract or by otherwise. The terms Controlling, Common Control, Controlled by and under Common Control with shall be construed accordingly, and a Change of Control occurs if a person who Controls anybody corporate ceases to do so or if another person acquires Control of it.

A-3.5: LIABILITY CAP EXCLUSION

Notwithstanding Clause 11.4 of the Agreement, any liability of the Supplier arising out of or in connection with a breach of this Schedule A-3 shall not be subject to the aggregate liability cap set out in Clause 11.4.

A-3.6 INSURANCE

1. During the Term and for the post-term period notified to the Supplier by the Purchaser, the Supplier shall, at its own expense, maintain in full force and effect insurance with reputable insurers acceptable to the Purchaser, comprising as a minimum:
 - (a) Public Liability/General Liability cover, at the limit requested by the Purchaser during the contracting phase for the relevant engagement;
 - (b) Professional Indemnity cover, at the limit requested by the Purchaser during the contracting phase for the relevant engagement;
 - (c) Employer's Liability cover, as required by Applicable Law;
 - (d) Workers' Compensation cover, to the statutory minimum required by Applicable Law (such cover being mandatory in the UAE); and
 - (e) any other insurance required by Applicable Law as requested by the Purchaser during the contracting phase.
2. All limits are stated in AED (or such other currency as the Purchaser may agree). Limits are per occurrence unless expressed as an annual aggregate; where both apply, the per-occurrence limit must be met regardless of the aggregate position.
3. The Supplier shall confirm to the Purchaser, at the time of contract execution, that all locally mandated insurance is in place.
4. The period for which Professional Indemnity cover must be maintained after termination or expiry of this Agreement shall be as requested by the Purchaser during the contracting phase.

5. The Supplier shall procure that any subcontractor engaged in the delivery of the Goods and/or Services holds insurance at least equivalent to the cover required under this Section.
6. Where a specific engagement requires higher or additional cover (including large-scale public events, government clients, or venues with specific insurance requirements), those requirements will be set out in the relevant Purchase Order, which shall prevail to the extent of any inconsistency.
7. The Supplier shall, on request, provide the Purchaser with certificates of insurance and evidence that premiums have been paid, shall comply with the terms of all such policies, and shall notify the Purchaser without delay if any cover lapses, is not renewed or is materially changed.

A-3.7 EQUALITY, SOCIAL VALUE AND MODERN SLAVERY

1. The Supplier shall, and shall ensure that its Group companies, sub-contractors and all of its and their personnel shall, at all times comply with all Applicable Laws relating to all forms of discrimination and harassment in the workplace.
2. The Supplier acknowledges the importance of social value and shall, to the extent applicable and upon the Purchaser's written request, perform the Services in a manner that adheres to the principles and outputs set out in any policy issued by the Purchaser, and use such tool as is requested and supplied by the Purchaser to monitor compliance with the Purchaser's sustainability requirements as notified to the Supplier and upload any relevant information requested by the Purchaser.
3. In performing its obligations under this Agreement, the Supplier shall take such steps as are reasonable to ensure that there is no slavery or human trafficking in the Supplier's supply chain. In the event that the Supplier becomes aware of any actual or suspected slavery or human trafficking in its supply chain, the Supplier shall notify the Purchaser 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. The Supplier shall include in its contracts with its agents, representatives and sub-contractors' anti-slavery and human trafficking provisions that are at least as restrictive as those contained in this Section A-3.7.
4. The Supplier represents and warrants to the Purchaser that, as at the date of this Agreement, neither the Supplier nor any of its personnel: (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or (b) 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 offence or alleged offence of, or in connection with, slavery and human trafficking. The Supplier shall inform the Purchaser promptly if there is any change to these representations and warranties, material or otherwise.
5. The Supplier shall maintain a complete set of records 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, and shall make such records available to the Purchaser on reasonable request. Where the Purchaser reasonably suspects a breach of this Section A-3.7, the Purchaser shall, before exercising any right of termination, investigate the suspected breach, including by exercising its rights of access, inspection and audit under Clause 30 (Audit, Transparency and Provision of Information), and the Supplier shall co-operate fully with any such investigation. If, following such investigation, the Purchaser

establishes that the Supplier has committed a breach of this Section A-3.7, the Purchaser may terminate this Agreement with immediate effect by giving written notice to the Supplier, and any such breach shall be deemed a material breach of this Agreement which is incapable of remedy.

SCHEDULE A-4

KINGDOM OF SAUDI ARABIA PROVISIONS

This Schedule A-4 applies where the Applicable Jurisdiction is the Kingdom of Saudi Arabia.

The provisions in this Schedule A-4 supplement and, where specified, modify the Terms and Conditions in Part 2 of this Agreement.

A-4.1 DATA PROTECTION AND PRIVACY

1. Personal Data Protection Law (PDPL) Compliance

- (a) The Supplier shall comply with the Personal Data Protection Law (“**PDPL**”) issued by Royal Decree No. M/19 of 1443H, all regulations issued by the Saudi Data and Artificial Intelligence Authority and any other Applicable Laws relating to the protection of Personal Data (together the “**Data Protection Legislation**”).
- (b) The Purchaser will collect and process information relating to the Supplier in accordance with the Purchaser's Data Protection Policy.
- (c) The Supplier shall, in relation to any Personal Data processed by the Supplier under or in connection with this Agreement:
 - (n) use and Process the Personal Data only for the purpose of fulfilling its obligations under this Agreement and only in accordance with the Purchaser's express instructions;
 - (o) comply with the express instructions or directions of the Purchaser from time to time in connection with the use of the Personal Data;
 - (p) promptly (and without undue delay) inform the Purchaser if, in the Supplier's opinion, an instruction from the Purchaser infringes the Data Protection Legislation;
 - (q) not disclose or transfer the Personal Data to any third party or personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Purchaser;
 - (r) keep the Personal Data confidential;
 - (s) take reasonable steps to ensure the reliability of any of the Supplier's personnel who have access to the Personal Data;
 - (t) ensure that only those of the Supplier's personnel who need to have access to the Personal Data are granted access to Personal Data, on a need-to-know basis, and only for the purposes of the performance of this Agreement in accordance with the Purchaser's documented instructions; and all of the Supplier's personnel required to access the Personal Data are:
 - iv. informed of the confidential nature of the Personal Data;
 - v. are under a contractual and/or statutory obligation to keep the Personal Data confidential; and
 - vi. are periodically trained and made aware of the applicable privacy and information security requirements;

- (u) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data. Such technical and organisational measures will include as a minimum compliance with the Purchaser's Data Protection and Cyber-Security Policies as supplied from time to time;
- (v) not process or otherwise transfer any Personal Data outside of Saudi Arabia without the Purchaser's prior written consent and appropriate safeguards in accordance with Data Protection Legislation;
- (w) assist the Purchaser in responding to any data subject access request and with ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (x) notify the Purchaser without undue delay on becoming aware of a Personal Data breach or communication which relates to the Purchaser's or Supplier's compliance with the Data Protection Legislation;
- (y) at the written request of the Purchaser, delete or return Personal Data and any copies thereof to the Purchaser on termination of this Agreement unless required by the Data Protection Legislation or any other Applicable Law to store the Personal Data; and
- (z) maintain complete and accurate records and information to demonstrate compliance with this Section A-4.1 and allow for audits by the Purchaser or the Purchaser's designated auditor.

A-4.2 CORRUPT GIFTS OR PAYMENTS

"Prohibited Act" means any of the following:

- (d) to directly or indirectly offer, promise or give any person working for or engaged by the Purchaser Client or any other public body and/or the Purchaser a financial or other advantage to:
 - iii. induce that person to perform improperly a relevant function or activity; or
 - iv. reward that person for improper performance of a relevant function or activity;
- (e) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (f) committing any offence:
 - v. under Saudi Anti-Corruption Law (Royal Decree No. M/36 of 1428H) and all directives issued by the Oversight and Anti-Corruption Authority; or
 - vi. under legislation concerning fraudulent acts; or
 - vii. defrauding, attempting to defraud or conspiring to defraud the Purchaser Client; or
 - viii. any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in Saudi Arabia.

“Relevant Requirements” means all Applicable Laws relating to bribery, corruption and fraud, including the provisions of Saudi Anti-Corruption Law (Royal Decree No. M/36 of 1428H) and all directives issued by the Oversight and Anti-Corruption Authority.

7. The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its staff or sub-contractors, have at any time prior to the date of this Agreement:
 - (c) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
 - (d) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
8. The Supplier must not:
 - (c) commit a Prohibited Act; or
 - (d) do or suffer anything to be done which would cause the Purchaser or the Purchaser Client or any of Purchaser's or the Purchaser Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
9. The Supplier shall during the Term:
 - (f) establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (g) keep appropriate records of its compliance with its obligations under this Section A-4.2 and make such records available to the Purchaser on request;
 - (h) if so, required by the Purchaser, within twenty (20) Business Days of the date of this Agreement, and annually thereafter, certify to the Purchaser in writing that the Supplier and all persons associated with it or its sub-contractors or other persons who are supplying Goods and/or Services under this Agreement are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request; and
 - (i) have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Supplier staff or sub-contractors or any person acting on the Supplier's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Purchaser on request.
 - (j) The Supplier shall immediately notify the Purchaser in writing if it becomes aware of any breach of this Section A-4.2, or has reason to believe that it has or any of the Supplier staff or sub-contractors have:
 - v. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - vi. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for

- participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
 - vii. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement; or
 - viii. otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
10. If the Supplier makes a notification to the Purchaser under this Section A-4.2, the Supplier shall respond promptly to Purchaser's enquiries, co-operate with any investigation, and allow the Purchaser to audit any books, records and/or any other relevant documentation in accordance with the provisions of this Agreement.
11. If the Supplier breaches this Section A-4.2, the Purchaser may by notice:
- (c) require the Supplier to remove any Supplier personnel whose acts or omissions have caused the Supplier's breach from the Project; or
 - (d) immediately terminate this Agreement for material default.
12. Any notice served by the Purchaser under this Section A-4.2 shall set out:
- (e) the nature of the Prohibited Act;
 - (f) the identity of the party who the Purchaser believes has committed the Prohibited Act;
 - (g) the action that the Purchaser has elected to take; and
 - (h) if relevant, the date on which this Agreement shall terminate.

A-4.3 GOVERNING LAW AND DISPUTE RESOLUTION

1. Escalation Procedure

- (a) If any dispute arises between the Parties out of, or in connection with, this Agreement, the matter shall be referred to the Representatives of each Party who shall use their reasonable endeavours to resolve it.
- (b) If the dispute is not resolved within fourteen (14) days of the referral being made under paragraph (a), it will be referred to senior management of each Party who will use their reasonable endeavours to resolve the dispute within fourteen (14) days of referral under this paragraph (b).
- (c) Until the Parties have completed the steps referred to in paragraphs (a) and (b), and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief.

2. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

3. Jurisdiction

The courts of the Kingdom of Saudi Arabia shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination.

A-4.4: DEFINITIONS - CONTROL AND CHANGE OF CONTROL

Control: means with respect to a Person, the power to direct or cause the direction of management and policies of such shareholder, either directly or indirectly, whether through the ownership, either directly or indirectly, of the voting securities of such Person, or the power to appoint or remove of a majority of the members of, or the power over a majority of the voting rights cast in meetings of, the board of directors or equivalent governing body of such Person whether by operation of law, by contract or by otherwise. The terms Controlling, Common Control, Controlled by and under Common Control with shall be construed accordingly, and a Change of Control occurs if a person who Controls anybody corporate ceases to do so or if another person acquires Control of it.

A-4.5: LIABILITY CAP EXCLUSION

Notwithstanding Clause 11.4 of the Agreement, any liability of the Supplier arising out of or in connection with a breach of this Schedule A-4 shall not be subject to the aggregate liability cap set out in Clause 11.4.

A-4.6: THIRD-PARTY RIGHTS

The Parties intend that the Purchaser Client and each member of the Identity Group shall be entitled to the benefit of, and to enforce, the relevant terms of this Agreement as a stipulation made in favour of a third party. The Supplier agrees that the Purchaser may also enforce such terms for the benefit of, and recover losses suffered by, the Purchaser Client and any member of the Identity Group. The Parties may amend, vary, rescind or terminate this Agreement in accordance with its terms without the consent of any such third party.

A-4.7 INSURANCE

1. During the Term and for the post-term period notified to the Supplier by the Purchaser, the Supplier shall, at its own expense, maintain in full force and effect insurance with reputable insurers acceptable to the Purchaser, comprising as a minimum:
 - (a) Public Liability/General Liability cover, at the limit requested by the Purchaser during the contracting phase for the relevant engagement;
 - (b) Professional Indemnity cover, at the limit requested by the Purchaser during the contracting phase for the relevant engagement;
 - (c) Employer's Liability cover, as required by Applicable Law;
 - (d) Workers' Compensation cover, to the statutory minimum required by Applicable Law; and
 - (e) any other insurance required by Applicable Law as requested by the Purchaser during the contracting phase
2. All limits are stated in SAR. Limits are per occurrence unless expressed as an annual aggregate; where both apply, the per-occurrence limit must be met regardless of the aggregate position.
3. The Supplier shall confirm to the Purchaser, at the time of contract execution, that all locally mandated insurance is in place.
4. The period for which Professional Indemnity cover must be maintained after termination or expiry of this Agreement shall be as requested by the Purchaser during the contracting phase.

5. The Supplier shall procure that any subcontractor engaged in the delivery of the Goods and/or Services holds insurance at least equivalent to the cover required under this Section.
6. Where a specific engagement requires higher or additional cover (including large-scale public events, government clients, or venues with specific insurance requirements), those requirements will be set out in the relevant Purchase Order, which shall prevail to the extent of any inconsistency.
7. The Supplier shall, on request, provide the Purchaser with certificates of insurance and evidence that premiums have been paid, shall comply with the terms of all such policies, and shall notify the Purchaser without delay if any cover lapses, is not renewed or is materially changed.

A-4.8 EQUALITY, SOCIAL VALUE AND MODERN SLAVERY

6. The Supplier shall, and shall ensure that its Group companies, sub-contractors and all of its and their personnel shall, at all times comply with all Applicable Laws relating to all forms of discrimination and harassment in the workplace.
7. The Supplier acknowledges the importance of social value and shall, to the extent applicable and upon the Purchaser's written request, perform the Services in a manner that adheres to the principles and outputs set out in any policy issued by the Purchaser, and use such tool as is requested and supplied by the Purchaser to monitor compliance with the Purchaser's sustainability requirements as notified to the Supplier and upload any relevant information requested by the Purchaser.
8. In performing its obligations under this Agreement, the Supplier shall take such steps as are reasonable to ensure that there is no slavery or human trafficking in the Supplier's supply chain. In the event that the Supplier becomes aware of any actual or suspected slavery or human trafficking in its supply chain, the Supplier shall notify the Purchaser 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. The Supplier shall include in its contracts with its agents, representatives and sub-contractors' anti-slavery and human trafficking provisions that are at least as restrictive as those contained in this Section A-4.8.
9. The Supplier represents and warrants to the Purchaser that, as at the date of this Agreement, neither the Supplier nor any of its personnel: (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or (b) 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 offence or alleged offence of, or in connection with, slavery and human trafficking. The Supplier shall inform the Purchaser promptly if there is any change to these representations and warranties, material or otherwise.
10. The Supplier shall maintain a complete set of records 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, and shall make such records available to the Purchaser on reasonable request. Where the Purchaser reasonably suspects a breach of this Section A-4.8, the Purchaser shall, before exercising any right of termination, investigate the suspected breach, including by exercising its rights of access, inspection and audit under Clause 30 (Audit, Transparency and Provision of Information), and the Supplier shall co-operate fully with any such investigation. If, following such investigation, the Purchaser

establishes that the Supplier has committed a breach of this Section A-4.8, the Purchaser may terminate this Agreement with immediate effect by giving written notice to the Supplier, and any such breach shall be deemed a material breach of this Agreement which is incapable of remedy.

SCHEDULE A-5

AUSTRALIA PROVISIONS

This Schedule applies where the Applicable Jurisdiction is Australia.

The provisions in this Schedule supplement and, where specified, modify the Terms and Conditions in Part 2 of this Agreement.

A-5.1. FREEDOM OF INFORMATION AND TRANSPARENCY

4. In this clause, **Business Day** means a day other than a Saturday, Sunday or public holiday in the Australian Capital Territory.
5. The Supplier acknowledges that, where the Purchaser Client is a Commonwealth entity, the Purchaser Client may be subject to the Freedom of Information Act 1982 (Cth) (**FOI Act**) and that the Purchaser has corresponding obligations to the Purchaser Client in relation to FOI requests.
6. The Supplier shall (and shall procure that its subcontractors shall):
 - (c) provide all necessary assistance and cooperation as reasonably requested by the Purchaser to enable the Purchaser to comply with its obligations to the Purchaser Client under the FOI Act;
 - (d) keep and maintain adequate records of all documents and information created or received in connection with the performance of this Agreement that may be reasonably required to respond to an FOI request;
 - (e) transfer to the Purchaser all FOI requests relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt; and
 - (f) not disclose any information that is the subject of an FOI request without the prior written consent of the Purchaser.
7. The Supplier acknowledges that the Purchaser may be required under the FOI Act to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The Purchaser shall take reasonable steps to notify the Supplier of any such disclosure to the extent it is permissible and reasonably practicable to do so, but the Purchaser shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOI Act.

A-5.2. Modern Slavery Act 2018

8. This clause applies to all work the Supplier performs under this Agreement and continues for the Term and any period required to comply with record-keeping and reporting obligations under this clause.
9. In this clause:
 - (a) **Modern Slavery Act** means the Modern Slavery Act 2018 (Cth) and any related regulations or guidance, as amended from time to time;
 - (b) **Modern Slavery** means conduct that would constitute an offence under Division 270 or

Division 271 of the Criminal Code Act 1995 (Cth), trafficking in persons, or the worst forms of child labour;

- (c) **Modern Slavery Practices** includes slavery, servitude, forced labour, deceptive recruiting, forced marriage, debt bondage, trafficking in persons and the worst forms of child labour;
 - (d) **Supply Chain** means the Supplier's supply chains and those of its subcontractors and suppliers engaged in connection with this Agreement; and
 - (e) **Purchaser Policies** means any modern slavery, ethics or related policy notified by the Purchaser to the Supplier from time to time.
10. The Supplier shall comply with the Modern Slavery Act and, where reasonably notified, any applicable Purchaser Policies.
11. The Supplier shall take all reasonably practicable and proportionate steps to:
- (a) identify, assess and address the risks of Modern Slavery Practices in its operations and Supply Chain in connection with this Agreement;
 - (b) implement and maintain appropriate policies, controls and procedures to support compliance with this clause; and
 - (c) conduct reasonable due diligence on subcontractors and suppliers engaged for the purposes of this Agreement.
12. Where reasonably requested by the Purchaser, the Supplier shall prepare and maintain a written plan describing the measures it has implemented to comply with this clause and shall provide a copy to the Purchaser.
13. The Supplier shall, where reasonably practicable, ensure that personnel involved in the performance of the Services are aware of:
- (a) the risks and indicators of Modern Slavery Practices; and
 - (b) how to report concerns relating to such practices.
14. The Supplier shall notify the Purchaser promptly if it becomes aware of any actual or suspected Modern Slavery Practices in its operations or Supply Chain that are connected with this Agreement
15. The Supplier shall provide reasonable assistance to investigate and address any such matter, including providing relevant information requested by the Purchaser.
16. The Supplier shall provide such information within a reasonable time, taking into account any applicable reporting deadlines notified by the Purchaser.
17. The Supplier shall ensure that its contracts with subcontractors and suppliers engaged in connection with this Agreement include obligations that are no less onerous than those set out in this clause.
18. The Supplier represents and warrants that, as at the date of this Agreement and to the best of its knowledge after making reasonable enquiries:
- (a) neither the Supplier nor its personnel has been convicted of any offence involving Modern Slavery; and

- (b) it is not aware of any investigation or proceedings relating to Modern Slavery Practices which may materially affect its ability to perform this Agreement.
- 19. The Supplier shall promptly notify the Purchaser if it becomes aware of any material change to these representations.
- 20. The Supplier shall indemnify the Purchaser against all losses, liabilities, damages, costs and expenses arising from a material breach of this clause by the Supplier.
- 21. Where the Purchaser reasonably believes that a breach has occurred, the Purchaser may require the Supplier to:
 - (a) investigate the matter;
 - (b) provide a report of its findings; and
 - (c) implement appropriate remedial action within a reasonable timeframe.
- 22. The Purchaser may terminate this Agreement in accordance with clause 14 where:
 - (a) the Supplier commits a material breach of this clause and fails to take reasonable remedial action; or
 - (b) there is a serious and substantiated instance of Modern Slavery Practices connected with this Agreement which materially impacts the Purchaser or its client.
- 23. Nothing in this clause limits any other rights or remedies available to the Purchaser under this Agreement or at law.

A-5.3. DATA PROTECTION

- 1. In this clause:
 - (a) **Australian Privacy Law** means the Privacy Act 1988 (Cth) (Privacy Act), the Australian Privacy Principles (**APPs**) contained in Schedule 1 to the Privacy Act, any registered APP code that binds the Supplier or the Purchaser, and any other applicable Australian data protection or privacy legislation, as amended or replaced from time to time.
 - (b) **Purchaser Personal Information** means any personal information (as defined in the Privacy Act) collected, held, used or disclosed by the Supplier on behalf of, or for the purposes of, the Purchaser in connection with this Agreement.
 - (c) **Notifiable Data Breach** has the meaning given in Part IIIC of the Privacy Act.
- 2. The parties shall comply with all applicable requirements of Australian Privacy Law. This Section A-5.3 is in addition to, and does not relieve, remove or replace a party's obligations or rights under Australian Privacy Law.
- 3. The Supplier shall, in relation to any Purchaser Personal Information:
 - (a) collect, hold, use and disclose Purchaser Personal Information only for the purposes of fulfilling its obligations under this Agreement and in accordance with this Agreement and any reasonable written instructions of the Purchaser, except where otherwise required by Australian Privacy Law;
 - (b) comply with all APPs applicable to its handling of Purchaser Personal Information;

- (c) not disclose or transfer Purchaser Personal Information to any third party or Supplier Personnel except to the extent necessary for the provision of the Services and subject to the Purchaser's prior written consent (such consent not to be unreasonably withheld or delayed);
- (d) keep Purchaser Personal Information confidential and take reasonable steps to protect it from misuse, interference and loss, and from unauthorised access, modification or disclosure;
- (e) ensure that all Supplier Personnel who have access to Purchaser Personal Information:
 - iv. are aware of the confidential nature of that information;
 - v. are subject to binding confidentiality obligations; and
 - vi. are appropriately trained in applicable privacy and information security requirements;
- (f) maintain appropriate technical and organisational measures to protect Purchaser Personal Information, having regard to its nature, scope and sensitivity, which may include encryption, access controls, and processes for testing and evaluating the effectiveness of such measures;
- (g) notify the Purchaser promptly and without undue delay (and, where practicable, within 48 hours) after becoming aware of any Notifiable Data Breach or any actual or suspected unauthorised access, use, disclosure or loss of Purchaser Personal Information;
- (h) provide all reasonable assistance requested by the Purchaser to enable the Purchaser to comply with its obligations under Australian Privacy Law, including in responding to access requests, correction requests and complaints;
- (i) not do anything that would cause or contribute to the Purchaser being in breach of Australian Privacy Law or its published privacy policy;
- (j) on request by the Purchaser, delete or return all Purchaser Personal Information (and any copies) at the conclusion or termination of this Agreement, except to the extent retention is required by law; and
- (k) maintain records reasonably necessary to demonstrate compliance with this Section A-5.3 and, on reasonable request, provide access to such records in accordance with the audit provisions of this Agreement.

4. Breach of this Section A-5.3 shall be deemed a material breach.

A-5.4. TAXATION

1. Unless the context requires otherwise, terms used in this clause have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
2. Unless expressly stated otherwise, all Fees and other amounts payable under this Agreement are expressed exclusive of GST.
3. Where applicable, this Section A-5.4 replaces references to VAT in clause 9 of this Agreement..
4. If a supply made under or in connection with this Agreement is a taxable supply, the recipient of the supply must pay to the supplier, in addition to and at the same time as the consideration for

the supply, an amount equal to the GST payable in respect of that taxable supply.

5. The Supplier's right to payment of any amount (including GST) is conditional upon the Supplier providing to the Purchaser a tax invoice that complies with the GST Act.
6. If any party is required to reimburse or indemnify another party for a cost or expense, the amount must be reduced by any input tax credit to which the other party is entitled.
7. The Supplier is solely responsible for correctly classifying all individuals engaged by it to provide the Services and for complying with all applicable legal obligations in connection with those individuals, including obligations relating to:
 - (a) Pay As You Go (PAYG) withholding;
 - (b) superannuation under the Superannuation Guarantee (Administration) Act 1992 (Cth);
 - (c) applicable payroll tax legislation; and
 - (d) the sham contracting provisions in the Fair Work Act 2009 (Cth).
8. The Supplier warrants that it shall not engage any individual in a manner that constitutes sham contracting within the meaning of sections 357 to 359 of the Fair Work Act 2009 (Cth).
9. The Supplier shall maintain records of individuals engaged to perform the Services and, on reasonable request, provide reasonable evidence of its compliance with its PAYG withholding and superannuation obligations.
10. The Supplier shall indemnify the Purchaser against any tax, penalty, interest, liability or claim arising from or in connection with:
 - (a) any breach by the Supplier of its obligations under this Section A-5.4; or
 - (b) any failure by the Supplier to comply with applicable laws relating to PAYG withholding, superannuation, payroll tax or worker classification.

A-5.5. ANTI-CORRUPTION

1. In this clause:
 - (a) **Relevant Requirements** means all applicable laws relating to bribery, corruption and fraud in any jurisdiction in which the Supplier or any Supplier Personnel operates in connection with this Agreement, including without limitation the Criminal Code Act 1995 (Cth), the relevant bribery, corruption and fraud provisions of any Australian state or territory law and any other applicable anti-bribery, anti-corruption or fraud legislation in any relevant jurisdiction.
 - (b) **Relevant Policies** means the Purchaser's Ethics, Anti-Bribery and Anti-Corruption Policies, as notified to the Supplier from time to time ([Identity Policies](#)).
2. The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel or subcontractors, have at any time prior to the Commencement Date:
 - (a) been convicted of any offence involving bribery or corruption, fraud or dishonesty;
 - (b) been the subject of investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

- (c) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on grounds related to corruption, bribery or fraud offences or misconduct.
3. The Supplier shall (and shall procure that all Supplier Personnel shall) during the Term:
- (a) comply with the Relevant Requirements;
 - (b) comply with the Relevant Policies, as notified to the Supplier from time to time, to the extent reasonably applicable;
 - (c) not do, or omit to do, any act that will cause or lead the Purchaser or the Purchaser Client to be in breach of any of the Relevant Requirements or Relevant Policies;
 - (d) establish, maintain and enforce its own policies and procedures, including adequate procedures for the purposes of section 70.5A of the Criminal Code Act 1995 (Cth), to ensure compliance with the Relevant Requirements and the Relevant Policies;
 - (e) promptly notify the Purchaser (in writing) if it becomes aware of any breach of this Section A-5.5, or has reason to believe that it or any Supplier Personnel have received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;
 - (f) promptly notify the Purchaser in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier. The Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date;
 - (g) if requested, provide the Purchaser with reasonable assistance to enable the Purchaser to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
 - (h) if so required by the Purchaser, within 20 days of the Commencement Date, and annually thereafter, certify to the Purchaser in writing (signed by an officer of the Supplier) compliance with this Section A-5.5, and provide such supporting evidence of compliance as the Purchaser may reasonably request; and
 - (i) promptly notify the Purchaser if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this Section A-5.5.
4. The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Agreement do so only on the basis of a written contract which imposes terms equivalent to those imposed on the Supplier in this Section A-5.5 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.
5. If the Supplier breaches this Section A-5.5, the Purchaser may by notice:
- (a) require the Supplier to remove any Supplier Personnel whose acts or omissions have caused the Supplier's breach from the Project; or

- (b) immediately terminate this Agreement for material default.

6. Breach of this Section A-5.5 shall be deemed a material breach incapable of remedy.

A-5.6. MINIMUM INSURANCE REQUIREMENTS

7. The Supplier shall, at its own cost, effect and maintain for the duration of this Agreement and for the post-term periods specified below, with reputable insurers authorised to operate in Australia, the following insurances:
- (a) public and products liability insurance for an amount not less than \$20 million per occurrence and unlimited in the aggregate (or such higher amount specified in the relevant Purchase Order), covering liability for personal injury, death and property damage;
 - (b) Professional indemnity insurance for an amount not less than \$2 million per occurrence and unlimited in the aggregate;
 - (c) workers compensation insurance (or equivalent workplace accident cover) as required by law for the Supplier's employees and contractors who may be deemed "workers" for the purposes of the applicable workers compensation legislation; and
 - (d) any other insurance reasonably required by the Purchaser having regard to the Services.
8. The Supplier's professional indemnity insurance shall be on a claims-made basis and the Supplier shall maintain (or procure the maintenance of) that insurance (or run-off cover in equivalent terms) for a period of not less than seven (7) years after the expiry or termination of this Agreement, at limits no less than those applicable during the Term.
9. The Supplier must not do, or permit to be done, anything that would vitiate or prejudice any insurance.
10. The Supplier is responsible for ensuring that any subcontractors engaged in the delivery of services hold insurance at least equivalent to the limits set out in this Schedule.
11. The Supplier must notify the Purchaser promptly if any insurance required under this Section A-5.6 is cancelled or is materially changed.

A-5.7. INDEMNITY

1. The Supplier at all times indemnifies the Purchaser and its Personnel and holds them harmless from and against the full amount of any loss, damage, cost, expense or liability (including reasonable legal costs) incurred by the Purchaser or its Personnel arising out of or in connection with:
- (a) the Supplier's breach of any provision of this Agreement;
 - (b) any liability incurred by the Purchaser to the Purchaser Client arising from the Supplier's acts or omissions;
 - (c) a contravention of any applicable law by the Supplier or any of its Personnel, or by the Purchaser as a result of any act or omission of the Supplier or its Personnel;
 - (d) any fine, penalty or sanction imposed by a governmental or regulatory authority as a result of any act or omission of the Supplier or its Personnel;

- (e) any third party claim relating to:
 - i. the goods or services provided by the Supplier; or
 - ii. any act or omission of the Supplier or its Personnel in connection with this Agreement, whether negligent or not;
 - (f) the Supplier's breach of its confidentiality obligations under this Agreement; and
 - (g) any wilful misconduct, fraud, unlawful act or negligent act or omission of the Supplier or its Personnel in connection with this Agreement.
2. The Supplier's liability under this clause A-5.7 will be reduced proportionately to the extent that any negligent or unlawful act or omission of the Purchaser contributed to the relevant loss.

A-5.8. LIABILITY CAP EXCLUSION

Any liability of the Supplier arising out of or in connection with the indemnities in Section A-5.7, paragraphs 1(d), (e), (f) and (g), shall not be subject to the aggregate liability cap set out in Clause 11.4.

A-5.9. POST-TERMINATION RESTRICTIONS

1. This Section A-5.9 modifies Clause 16 (Post-Termination Restrictions) of this Agreement. Where the Applicable Jurisdiction is Australia, Clauses 16.2 and 16.4 shall not apply and are replaced by paragraph 2 to 4 below.
2. The Supplier shall be bound by the covenants in Clause 16.1 during the Term and, after termination of this Agreement, for the periods set out below. The alternative periods in each paragraph apply as separate, several and independent covenants:
 - (a) in respect of Clauses 16.1.1, 16.1.3 and 16.1.4: (i) 6 months; or, if that period is held to be void or unenforceable, (ii) 3 months; or, if that period is held to be void or unenforceable, (iii) 1 month; and
 - (b) in respect of Clauses 16.1.2 and 16.1.5: (i) 3 months; or, if that period is held to be void or unenforceable, (ii) 1 month.
3. Each alternative period in paragraph 2 is a separate and independent covenant. If the longest period in any paragraph is held to be void or unenforceable, that period shall be severed and the next shorter period shall apply in its place, and so on, it being the intention of the Parties that the restraint operate to the maximum extent enforceable under the law of the Australian Capital Territory.
4. Clause 16.4 shall not apply. In the event of a breach of Clause 16.1.3 or 16.1.4, the Purchaser shall be entitled to recover damages for the loss it actually suffers as a result of the breach, and to seek injunctive or other equitable relief in accordance with Clause 16.5. For the avoidance of doubt, the Supplier shall not be required to pay any predetermined or fixed sum by way of liquidated damages.

A-5.10. GOVERNING LAW AND DISPUTE RESOLUTION

4. Escalation Procedure

- (d) 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 Purchaser Representative who shall use their reasonable endeavours to resolve it.
- (e) If the dispute is not resolved within 14 days of the referral being made under paragraph 1(d) above, it will be referred to senior management of each Party who will use their reasonable endeavours to resolve the dispute within 14 days of referral under this paragraph 1(e).
- (f) Until the Parties have completed the steps referred to in paragraphs (a) and (b) above and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief.

5. Governing Law

This agreement is governed by and is to be construed and take effect in accordance with, the laws of the Australian Capital Territory.

6. Jurisdiction

Each Party irrevocably agrees that the courts of the Australian Capital Territory shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).