

## TERMS AND CONDITIONS

### 1. Agreement structure

- 1.1 These terms and conditions apply to each Purchase Order for the provision of Goods and/or Services which may be entered into by and between the Customer and the Supplier (each a "Party" and together the "Parties").
- 1.2 Any terms and conditions contained in any quote, invoice, order form or other documentation provided by or on behalf of the Supplier in connection with this Agreement shall have no force or effect.
- 1.3 In the event of any inconsistency or conflict between this Agreement and the terms of the Purchase Order these terms and conditions shall prevail.
- 1.4 For the purpose of this agreement, references to "Supplier" shall mean to you, the party agreeing to these terms, and any reference to "Customer" is a reference to us, Domestic & General Services Limited.

### 2. The supplier's general obligations

- 2.1 The Supplier warrants and represents that it has the capacity, skills, knowledge, ability and all necessary licences and consents to provide the Goods and/or Services in accordance with the terms set out in this Agreement. In reliance upon such skills, knowledge and ability, the Customer engages the Supplier to provide the Goods and/or Services and the Supplier agrees to provide the Goods and/or Services in accordance with the terms and subject to the conditions of this Agreement.
- 2.2 The Supplier shall:
- 2.2.1 provide the Goods and/or Services with all proper and reasonable skill, care and diligence, in a professional and timely manner, in accordance with Good Industry Practice, methodologies, Specifications, guidelines and any timetables (the "**Performance Timetable**") or other targets as provided in a Purchase Order or as otherwise notified by the Customer from time to time;
- 2.2.2 comply with any rules or obligations in force at the premises where the Services are performed or the Goods are supplied, including (without limitation) health and safety, security and any other legislative requirements which may be binding on the Customer to the extent that they are reasonably applicable;
- 2.2.3 furnish the Customer with any progress reports as may reasonably be requested from time to time;
- 2.2.4 comply with the Customer's relevant standards and policies which may be issued from time to time;
- 2.2.5 promptly notify the Customer of any development that may have a material impact on the Supplier's ability to effectively perform its obligations in accordance with this Agreement, and/or Applicable Regulatory Requirements;
- 2.2.6 co-operate with Regulatory Bodies, and their appointed agents and representatives as may be required in connection with the performance of this Agreement;
- 2.2.7 not sub-contract any of its obligations under this Agreement without obtaining the Customer's prior written consent and, where such consent is provided, the Supplier shall engage such Subcontractor on terms no less onerous than the terms set out in this Agreement and shall indemnify the Customer for any liability incurred as a result of any act or omissions of any Subcontractors;
- 2.2.8 not replace any Key Personnel without the Customer's prior written consent and only following reasonable notice to the Customer;
- 2.2.9 maintain throughout the Term all licences and consents necessary to provide the Goods and/or Services in accordance with the terms set out in this Agreement; and
- 2.2.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

- 2.3 The Supplier undertakes that it shall comply with all Applicable Regulatory Requirements in the performance of this Agreement and the supply of the Goods and/or Services.

### 3. Goods

- 3.1 Where any Purchase Order relates to the provision of any Goods by the Supplier then the following provisions shall apply:
- 3.1.1 the Goods will conform to the Specifications (as applicable);
- 3.1.2 the Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer;
- 3.1.3 the Goods will be free from defects in design, material and workmanship and remain so for 12 months after the Customer's acceptance;
- 3.1.4 the Goods will comply with all Applicable Regulatory Requirements;
- 3.1.5 the Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 3.1.6 the Supplier shall comply with all Applicable Regulatory Requirements relating to the manufacture, packing, packaging, marking, storage, handling, and/or delivery of the Goods;
- 3.1.7 the Customer's rights and remedies under this clause 3.1 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality and fitness for purpose implied into this Agreement by the Sale of Goods Act 1979;
- 3.1.8 the terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Supplier;
- 3.1.9 the risk in Goods delivered to the Customer shall pass to the Customer on acceptance of the Goods in accordance with clause 5;
- 3.1.10 title to the Goods delivered to the Customer will pass to the Customer on the earlier of delivery or payment for the Goods by the Customer;
- 3.1.11 the Customer will receive good and valid title to all Goods, free from all encumbrances and liens of any kind;
- 3.1.12 the Supplier warrants that it will not introduce any computer viruses or open source software into or onto the Customer's information technology systems unless otherwise disclosed to, and agreed by, the Customer;
- 3.1.13 the Goods supplied will be of the correct quantity as specified in the Purchase Order.
- 3.1.14 the Goods supplied will correspond to any sample of the Goods that has previously been supplied to and approved by the Customer; and
- 3.1.15 the Supplier shall deliver the Goods in accordance with any Performance Timetable specified in a Purchase Order during Business Hours, carriage paid to the address(es) specified in the Purchase Order.

### 4. Services

- 4.1 The Supplier shall:
- 4.1.1 devote as much time and resource as is necessary to ensure the successful performance of the Services in accordance with the terms of this Agreement ;
- 4.1.2 ensure that the Services are performed by an appropriate number of suitably skilled and experienced Personnel;
- 4.1.3 perform the Services in accordance with any agreed service levels; and
- 4.1.4 provide co-operation, assistance and information to the Customer in relation to the performance of the Services to the extent reasonably necessary to facilitate the orderly provision thereof and to minimise any possible disruption or interference in the provision of the Services.

## 5. Acceptance

### Services

- 5.1 Any worksheet or similar note provided by the Supplier following the performance of the Services which is signed or stamped by or on behalf of the Customer is simply an acknowledgment that certain services have been provided and will not constitute acceptance by the Customer that the Services comply with this Agreement and/or the Specifications. The Customer will not be considered to have agreed that the Services comply with this Agreement until after it has had a reasonable time to check the Services have been properly provided.
- 5.2 In the event that the Supplier fails to perform the Services in accordance with this Agreement (including, without limitation, clause 2 and/or clause 4), then without prejudice to the Customer's other rights and remedies, the Customer may (in its sole discretion):
- 5.2.1 require the re-performance of the Services to the Customer's reasonable satisfaction, free of charge and as soon as reasonably practicable (and, in any event, within five (5) Business Days); or
  - 5.2.2 cancel the relevant Purchase Order without incurring any further obligation to the Supplier and have any sums previously paid by the Customer to the Supplier in respect of the affected Services refunded by the Supplier.

### Goods

- 5.3 The Customer shall not be deemed to have accepted the Goods until it has had a reasonable opportunity to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 5.4 If any Goods delivered to the Customer do not comply with clause 3 or are otherwise not in conformity with the terms of this Agreement and/or the relevant Purchase Order then, without limiting any other right or remedy that the Customer may have, the Customer may reject those Goods by written notice to the Supplier ("**Rejected Goods**") and shall, as applicable:
- 5.4.1 be issued with a refund in respect of any Fees which have already been paid to the Supplier for the Rejected Goods as at the date of rejection; or
  - 5.4.2 be relieved from its obligation to pay any Fees to the Supplier for the Rejected Goods.
- 5.5 Rejected Goods will be collected by the Supplier, at the Supplier's sole cost and expense, as soon as reasonably practicable following its receipt of notice from the Customer pursuant to clause 5.4 (and, in any event, within twenty eight (28) days of the date of such notice).

## 6. Fees

- 6.1 The fees for the Goods and/or Services are set out in the Purchase Order and, unless expressly stated otherwise, are exclusive of any applicable value added tax but inclusive of all other taxes, duties, charges, levies, royalties, labour, materials, carriage, insurance, subsistence, administration, overheads, profit or any other costs, expenses or resources required for the supply of the Goods and/or Services (the "**Fees**").
- 6.2 The Supplier may render invoices to the Customer for the relevant Fees following acceptance of the Goods and/or Services by the Customer in accordance with clause 5 or as specified in the Purchase Order. Invoices must be: (a) submitted electronically by email to [accounts.payable@domesticandgeneral.com](mailto:accounts.payable@domesticandgeneral.com); and (b) issued on the Supplier's company headed paper and specify the Supplier company name, address, phone number, credit control contact details, bank details, Purchase Order number, the relevant Customer contact responsible for the facilitation of the Purchase Order, VAT registration number and remittance e-mail address; and (c) conform with the Customer's other reasonable requirements, as stipulated from time to time.

- 6.3 For Services provided on a time and materials (as opposed to a fixed price) basis, the same fee rate shall apply for each working hour (with no uplift for works outside of Business Hours). If Services are provided on a daily basis then payment for any time worked for less than a day (the length of which shall be specified in the relevant Purchase Order) will be paid on a pro-rata hourly basis.
- 6.4 Payment by the Customer of the Fees shall not affect any claims or rights which the Customer may have against the Supplier and shall not constitute any admission by the Customer as to the performance by the Supplier of its obligations under this Agreement. Prior to making any such payment, the Customer shall be entitled to make deductions or deferments in respect of any disputes with, or claims or sums owed to the Customer by, the Supplier.
- 6.5 The Supplier shall not be entitled to receive fees in respect of any time during which for any reason the Supplier did not render Services, or for any Goods not supplied by the Supplier.
- 6.6 Any invoices for Fees not submitted by the Supplier within 6 months from the date that the Goods, Services and/or Works have been delivered or performed (as applicable) will not be paid or payable by the Customer.
- 6.7 The Customer will pay undisputed valid invoices within 30 days of the date of receipt. If the Customer fails to pay any undisputed invoices on time, then the Supplier may by giving at least 14 days prior written notice to the Customer, charge interest on the overdue amounts at the rate of 2% per annum over the base lending rate of the Bank of England from the date of the end of the notice period until the date of payment.
- 6.8 The Supplier agrees that the interest payable under this clause 6 is a substantial remedy for overdue amounts and is in lieu of any sums due pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and/or the Late Payment of Commercial Debts Regulations 2013.
- 6.9 If the Supplier is entitled under a Purchase Order to recover expenses, the Customer shall reimburse the Supplier all expenses approved by the Customer in writing and reasonably and properly incurred by the Supplier for the purposes of and in the course of performance of the Services, provided that all claims for reimbursement of expenses must be first submitted to the Customer, accompanied by supporting documentation reasonably required by the Customer and be in accordance with the Customer's travel and expenses policy.

## 7. Insurance

- 7.1 The Supplier shall effect and maintain with reputable insurers policies of insurance ("Insurance Policies") which are sufficient to cover its obligations and liabilities under this Agreement (including those of its subcontractors) during the Term and for a period of 6 years thereafter, including as a minimum:
- 7.1.1 Public liability insurance: at a level of not less than £5 million for claims (excluding notified claims) arising from a single event or series of related events in a single calendar year;
  - 7.1.2 Product liability insurance (where relevant): at a level of not less than £5 million for claims (excluding notified claims) arising from a single event or series of related events in a single calendar year;
  - 7.1.3 Employers' liability insurance: employers' liability and/or workers' compensation insurance as required by Applicable Regulatory Requirements, including cover for legal liability to make payment in respect of death, personal injury and/or disability of Supplier personnel and with limits no less than the greater of the minimum statutory amount or £5 million, for each and every claim and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

- 7.1.4 Professional indemnity insurance: at a level of not less than £5 million for claims; and
- 7.1.5 Property damage insurance (where the Supplier is provided with custody of the Customer property): at a level of not less than £5 million for claims.
- 7.2 The Supplier shall procure that the public liability insurance and employers' liability insurance policies to be taken out and maintained by the Supplier shall contain an indemnity to principals clause under which the Customer shall be indemnified under such insurances in respect of claims made against the Customer and which arise from the provision by the Supplier of the Goods and/or Services.
- 7.3 Upon the Customer's request, the Supplier shall provide to the Customer evidence in writing of such insurance cover from the Supplier's insurance broker of the Insurance Policies.
- 7.4 The maintenance of insurance in accordance with this clause 7 shall not relieve the Supplier of any liabilities under this Agreement.
- 8. Intellectual property**
- 8.1 The Supplier shall not acquire any right, title or interest to the Customer Background IPRs and the Customer shall not acquire any right, title or interest to the Supplier Background IPRs, in each case, except to the extent set out in this Agreement.
- 8.2 The Supplier hereby grants the Customer a royalty-free, worldwide, irrevocable, perpetual, non-exclusive and sublicensable licence to use the Supplier Background IPRs to the extent required or desirable for the Customer and its Group to receive and enjoy the Services, Works and/or Goods as intended pursuant to this Agreement.
- 8.3 The Customer hereby grants the Supplier a royalty-free, worldwide, non-exclusive, revocable, non-transferable, and non-sublicensable licence during the Term to use the Customer Background IPRs for the sole purpose of performing its obligations under this Agreement. All IPRs subsisting in any modifications or improvements to the Customer Background IPRs or which otherwise arise from the Supplier's use thereof shall be the property of the Customer and shall fall within the scope of the assignment set out in clause 8.4.
- 8.4 Without prejudice to clause 8.1, the Supplier hereby assigns to the Customer absolutely, with full title guarantee, by way of an assignment of present and future rights, all of the right, title and interest which the Supplier owns in and to all IPRs subsisting in the Works (the "**Relevant IPR**"). Insofar as any Relevant IPR do not vest in the Customer automatically by operation of law or in accordance with the foregoing assignment, the Supplier shall hold the Relevant IPRs on trust for the Customer until they are vested in the Customer by operation of clause 8.9.
- 8.5 Where any Relevant IPRs arise by virtue of the activities of any the Supplier's Personnel, the Supplier shall procure that such Relevant IPRs are forthwith assigned absolutely and exclusively to the Supplier, together with all rights of action accrued in relation thereto and the Supplier shall, at the Customer's request, provide the Customer with all such evidence as the Customer may reasonably require of any such assignments having been executed. For the avoidance of doubt, all Relevant IPRs assigned to the Supplier pursuant to this clause 8.5 shall immediately be assigned to the Customer pursuant to the provisions of clause 8.4.
- 8.6 The Supplier undertakes:
- 8.6.1 to notify to the Customer in writing full details of all Works promptly on their creation;
- 8.6.2 to keep confidential the details of all Works;
- 8.6.3 whenever requested to do so by the Customer and in any event on the termination of the Services, promptly to deliver to the Customer all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation; and
- 8.6.4 not to register nor attempt to register Relevant IPR unless requested to do so by the Customer.
- 8.7 The Supplier warrants to the Customer that:
- 8.7.1 save to the extent expressly permitted by the terms set out in this Agreement, it has not given and will not give permission to any third party to use any of the Works (nor any of the Relevant IPR subsisting therein);
- 8.7.2 it is unaware of any use by any third party of any of the Works or Relevant IPRs; and
- 8.7.3 the use of the Works and/or the Relevant IPRs will not infringe the rights of any third party.
- 8.8 To the full extent permissible by applicable law, the Supplier shall procure waivers of any moral rights under Chapter IV of the Copyright Designs and Patents Act 1988 or any equivalent provisions of law applicable in any jurisdiction, arising as a result of the performance of the Supplier's obligations under this Agreement by the Supplier's Personnel or any other third party engaged in connection therewith.
- 8.9 The Supplier shall, at its own cost, do, or procure the completion of, all such further acts and execute, or procure the execution of, all such documents as may, in the opinion of the Customer, be necessary or desirable to perfect the assignment set out in clause 8.4.
- 8.10 The Supplier will indemnify and hold the Customer harmless in respect of all costs, claims, damages or expenses incurred by the Customer, or for which the Customer may become liable, arising as a result of or in connection with any claim or action that the Customer's receipt and use of the Services, the Goods and/or the Works (including any Relevant IPR subsisting therein) in accordance with the terms of this Agreement infringe the IPRs of any other person (an "**IPR Claim**"). The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.
- 8.11 Without prejudice to clause 8.10, in the event of an IPR Claim, the Supplier shall as soon as reasonably practicable, at the Customer's sole discretion and the Supplier's sole cost and expense:
- 8.11.1 obtain the right for the Customer to continue to receive the affected Services, Goods and/or Works in accordance with this Agreement without the infringement of any third party IPRs;
- 8.11.2 provide the Customer with alternative non-infringing Services, Goods and/or Works of equivalent or increased functionality and performance (as reasonably determined by the Customer); or
- 8.11.3 if neither of the remedies specified in clause 8.11.1 or 8.11.2 is reasonably practicable, the Customer shall be entitled cancel the Purchase Order without further liability to the Supplier and, if the fees payable in respect of the affected Services, Goods and/or Works have been paid by the Customer as at the date of such termination, the Supplier shall provide the Customer with a refund of the Fees which relate to the part of the Services, Goods and/or Works which are the subject of the IPR Claim.
- 8.12 The Supplier acknowledges that all Specifications provided by the Customer to the Supplier (and all IPRs therein) are and shall remain the property of the Customer (or its licensors). The Supplier shall keep the Specifications in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than for the performance of its obligations under this Agreement and in accordance with the Customer's written instructions or authorisation.

## 9. Data protection, customer data and information security

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This Clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 9.2 Where one Party has received Personal Data, save for employee work contact details, it shall immediately inform the other and shall cease any processing of said Personal Data, excluding employee work contact details, subject to ensuring that it is stored in accordance with clause 9.3. The parties shall, where required to comply with the Data Protection Laws, enter into a further agreement setting out each party's roles and responsibilities in respect of the Personal Data. Where the recipient of the Personal Data received Personal Data which is not relevant to this Agreement it shall delete any Personal Data received upon request by the disclosing Party.
- 9.3 The recipient of the Personal Data shall implement and shall ensure that it has in place at all times appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful data processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 9.4 The recipient of the Personal Data shall immediately inform the disclosing Party if an actual or potential incident has resulted, or may reasonably result, in unauthorised access to or disclosure of the Personal Data, or where the Personal Data is lost, destroyed, damaged, corrupted, or unstable.
- 9.5 The recipient of the Personal Data shall not disclose, use or process any of the Personal Data outside of the European Economic Area (EEA) or United Kingdom without the prior written consent of the disclosing Party and where the disclosing Party is satisfied that there is an adequate level of protection in relation to the Processing of the Personal Data.
- 9.6 The Supplier warrants and represents that the answers furnished by it in the Customer's Data Protection and Data Security Questionnaires are true and accurate.
- 9.7 The Supplier acknowledges that the Customer Data (and all IPRs which may, at any time, subsist in or to the Customer Data) is the property of the Customer. The Supplier shall only store, copy or use the Customer Data, in accordance with the Applicable Regulatory Requirements, in so far as is necessary to perform its obligations under this Agreement and shall not disclose the Customer Data to any third party without the prior written approval of the Customer.
- 9.8 The Supplier will not use the Customer Data or derive information from it for any purpose other than for the provision of the Services. Without prejudice to the foregoing, the Supplier acknowledges and agrees that nothing in this Agreement is intended, nor shall it be construed as, granting the Supplier (or its subcontractors) any rights with respect to use of the Customer Data to train, develop and/or improve its machine learning, artificial intelligence models or algorithms (whether or not used in the performance or provision of, or forming part of, the Goods and/or Services).

## 10. Confidentiality

- 10.1 The Parties shall treat the terms of this Agreement together with all information relating in any way to the business or affairs of the other Party and the other Party's Group communicated to it, for whatever purpose, and which is marked as being confidential or which should reasonably be considered as being confidential other than: (a) any information which was rightfully in the possession of the receiving Party or any other member of its Group prior to the disclosure by the other Party or any other

member of its Group and acquired on a non-confidential basis from sources other than the other Party or any other member of its Group; and (b) any information which is in the public domain otherwise than as a result of a breach of this Agreement by the receiving Party, during the course of negotiating this Agreement ("**Confidential Information**") as confidential and shall not disclose Confidential Information to any party other than:

- 10.1.1 where strictly necessary to supply and receive the Goods and/or Services;
- 10.1.2 to its auditors and professional advisors; or
- 10.1.3 where required by Applicable Regulatory Requirements, existing contractual obligations, any governmental or regulatory authority or by any court or other authority of competent jurisdiction to which either Party is subject, provided that the other Party (if it is lawful to do so) is notified in advance that such disclosure is to be made (such advance notice to be given as soon as reasonably practicable).
- 10.2 The Customer does not accept responsibility for or make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, or any oral or written communication in connection therewith and shall have no liability resulting from any use of the Confidential Information.
- 10.3 A Party which receives the other Party's Confidential Information shall, and shall procure that each other member of its Group shall:
- 10.3.1 treat in confidence all Confidential Information and shall not;
- 10.3.2 not use the other Party's Confidential Information for a purpose other than for the exercise of its rights, or the performance of its obligations, under this Agreement;
- 10.3.3 apply to the Confidential Information at least the same security measures and degree of care as it applies to its own confidential information; and
- 10.3.4 notify the other Party if it becomes aware of any breach of confidence or unauthorised use by any of its Personnel of that Party's Confidential Information.
- 10.4 Neither Party will (or permit any person to) make any form of statement to the public concerning this Agreement without the prior written consent of the other Party.
- 10.5 Within 7 days of termination or expiry of this Agreement or following receipt of a written demand from a Party, the other Party shall:
- 10.5.1 return or destroy all materials in its possession or control, in whatever format, which contain Confidential Information (save to the extent prohibited by Applicable Regulatory Requirements); and
- 10.5.2 supply a letter signed by a director confirming that, to the best of their knowledge, having made proper enquiries, all Confidential Information in electronic form, has been erased (to the extent possible) from the files and databases of that Party (including its employees, directors, officers, agents, contractors or advisors).
- 10.6 The obligations with respect to Confidential Information will survive termination or expiry of this Agreement.

## 11. Term and termination

- 11.1 Each Purchase Order shall commence on the relevant commencement date stated therein (or if no commencement date is given, the date of last signature of the Purchase Order) and shall, subject to any earlier termination in accordance with the terms set out herein or therein, remain in force for the duration of the term set out in the Purchase Order.
- 11.2 Without prejudice to any other rights or remedies that a Party may have under or in connection with this Agreement, either Party may terminate this Agreement upon written notice to the other Party:

- 11.2.1 if the other Party commits a material or persistent breach of this Agreement that: (i) is capable of being remedied and, following written notice to remedy the breach, that Party does not remedy the breach within 30 days (or any longer period agreed by the Parties in writing); or (ii) is not capable of being remedied;
  - 11.2.2 where an event of Force Majeure Event persists for longer than 30 days; or
  - 11.2.3 if the other Party suffers an Insolvency Event.
- 11.3 The Customer may at any time terminate this Agreement:
- 11.3.1 upon not less than 30 days' written notice to the Supplier;
  - 11.3.2 in accordance with clause 21.4; and
  - 11.3.3 in accordance with clause 22.2.

## 12. Exit

- 12.1 Upon termination or expiry of this Agreement and/or any Purchase Order, the Supplier shall provide all information and assistance as may reasonably be required by the Customer to enable the Supplier to cease providing the Services and minimise any disruption or deterioration of the Services during and as a result of any handover and commencement of replacement services ("**Exit Assistance**").
- 12.2 In the event of service of any notice of termination of this Agreement, or whenever otherwise requested by the Customer, the Supplier shall promptly:
- 12.2.1 return all Customer Data in a format specified by the Customer;
  - 12.2.2 return all Customer Background IPRs;
  - 12.2.3 return all Specifications;
  - 12.2.4 return or destroy the Customer's Confidential Information in accordance with clause 10;
  - 12.2.5 provide all Works in progress and completed Works to the Customer; and
  - 12.2.6 refund to the Customer, on a pro-rata basis, any Fees paid in advance for the receipt of the Goods, Services and/or Works which have not been performed /provided as at the date of termination or expiry.
- 12.3 Termination or expiry of this Agreement or any Purchase Order, howsoever caused, shall not prejudice any rights and remedies of either Party which may have accrued under it up to the date of termination or expiry, and shall not affect any provision of this Agreement which is expressly or by implication intended to come into or remain in effect on or after such termination or expiry.

## 13. Force majeure

- 13.1 Neither Party shall be liable for any breach of its obligations under this Agreement to the extent that such performance is hindered or prevented by a Force Majeure Event.
- 13.2 Each Party shall notify the other upon becoming aware of a Force Majeure Event (including details of the circumstances giving rise to the Force Majeure Event and its likely duration).
- 13.3 The Party claiming to be prevented or delayed in the performance of its obligations by a Force Majeure Event shall use all reasonable endeavours to limit its adverse effects and to bring the Force Majeure Event to a close. Subject to the affected Party's compliance with the foregoing obligation, the time for performance of the affected obligations will be suspended for so long as the Force Majeure Event continues and to the extent that the affected Party is so prevented, hindered or delayed (or as otherwise agreed between the Parties). The corresponding obligations of the other Party, including in respect of the payment of the fees, shall also be suspended.
- 13.4 If a Force Majeure Event continues for more than 30 days, then the Party which is not affected by the Force Majeure Event may terminate this Agreement and any Purchase Orders forthwith. Neither Party shall have any liability to the other in respect

of the termination of a Purchase Order as a result of a Force Majeure Event.

## 14. Liability

- 14.1 Subject to clauses, 14.33 and 14.4 of this Agreement, the Supplier's total liability to the Customer in respect of each claim whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement or Purchase Order shall be limited to an amount equivalent to 150% of the fees paid and/or payable by the Customer to the Supplier under or in connection with this Agreement and all Purchase Orders..
- 14.2 The Customer's total aggregate liability to the Supplier whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of, or in connection with this Agreement or each Purchase Order entered into pursuant hereto shall be limited to 100% of the fees paid and/or payable by the Customer to the Supplier under or in connection with this Agreement and all Purchase Orders.
- 14.3 Save as provided in clause 14.4 of this Agreement, neither the Supplier nor the Customer will be liable whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this Agreement, for any indirect or consequential losses.
- 14.4 Nothing in this Agreement is intended to exclude or limit:
- 14.4.1 liability of either Party in respect of death or personal injury arising as a result of a Party's negligence;
  - 14.4.2 liability of either Party in respect of a fraudulent act or fraudulent misrepresentation;
  - 14.4.3 the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 14.4.4 liability for breaches of clauses 9 and 10 of this Agreement;
  - 14.4.5 Supplier's liability for breach of Applicable Regulatory Requirements;
  - 14.4.6 Supplier's liability for insured losses that are paid under any insurance policy (or would have been paid if an insurance policy required under this Agreement had been procured or maintained or had not been breached); and
  - 14.4.7 any other liability which cannot be excluded or limited as a matter of law.

## 15. Notices

- 15.1 Any notice to be served on either Party under this Agreement shall be in writing and delivered by courier, sent by first class post or email and shall be sent to the relevant address stated on the Purchase Order (as may be updated from time to time in accordance with clause 15.3 hereunder (as applicable)).
- 15.2 All notices sent by email shall be deemed (until the contrary be proved) to have been received on the date of sending, provided that if the email was sent on a non-Business Day or after 17h30 on a Business Day, notice shall be deemed to have been received on the next Business Day.
- 15.3 A Party may change its address for service provided that the new address is within the same country and that it gives the other Party not less than twenty-eight (28) days' prior notice in accordance with this clause 15. Until the end of such notice period, service on either address shall be effective.

## 16. Dispute resolution

- 16.1 If a dispute arises under this Agreement, a Party may not commence any legal proceedings relating to the dispute unless it has complied with the provisions of this clause, except to seek urgent interlocutory relief.
- 16.2 A Party claiming that a dispute has arisen must first give written notice to the other Party specifying the nature of the dispute and then:

- 16.2.1 the Parties shall in the first instance meet in good faith with a view to resolving the dispute;
- 16.2.2 if the resolution of a dispute is not agreed within 10 Business Days of the meeting referred to in clause 16.2.1, either Party may request a further meeting to be attended by a senior manager or head of department of each Party. This meeting will be held within 10 Business Days of a written request from one Party to the other;
- 16.2.3 if the resolution of the dispute is not agreed within 10 Business Days of the meeting referred to in clause 16.2.2, either Party may request a further meeting to be attended by a director of the Customer and a director of the Supplier; and
- 16.2.4 if the resolution of the dispute is not agreed at the meeting referred to in clause 16.2.3 then either Party may pursue such remedies as are available at law or under this Agreement.

### 17. Assignment

Neither Party shall assign, transfer, charge or make over this Agreement or any of its rights or obligations without the prior written agreement of the other Party, save that the Customer may assign or novate this Agreement in whole or in part to any Customer Group member, without first obtaining the Supplier's consent. The Supplier shall, within 10 days of the Customer's written request, execute a deed of novation with the Customer and the Customer's nominated successor in a form reasonably requested by the Customer to give effect to the foregoing (as applicable).

### 18. Sub-contracting

- 18.1 Without prejudice to clause 17, the Supplier shall not, without the prior consent of the Customer (such consent not to be unreasonably withheld or delayed), sub-contract or delegate any of its obligations, under this Agreement.
- 18.2 In the event of any subcontracting by the Supplier which has been approved by the Customer pursuant to clause 18.1, the Supplier shall:
- 18.2.1 ensure that its subcontractor(s) is subject to contractual obligations no less onerous than those which bind it under this Agreement; and
- 18.2.2 remain liable for all acts and omissions of its subcontractor(s).

### 19. Non-solicitation

During the Term and for 6 months thereafter, neither Party, whether directly or indirectly, shall offer employment to, or hire, or contract for services with, any employee of the other Party involved in any performance under this Agreement, unless: (a) it has first obtained the prior written approval of the other Party (not to be unreasonably withheld or delayed); (b) the offer is given following a response by the relevant individual to a formal national advertisement which is open to anyone to apply.

### 20. Records and audit

20.1 In addition to the Supplier's obligations set out in this Agreement and subject to the provisions of the relevant Goods and/or Services and any Purchase Order, during the Term and for 6 years thereafter, subject to any requirements of a Regulatory Body, with at least 5 Business Days' prior written notice, the Customer, its auditors, agents, representatives or Regulatory Bodies may access the Supplier's facilities or premises and inspect and copy any information in any form relevant for the purposes of the Customer auditing the Supplier's compliance with any of its obligations under this Agreement. Such access rights include the right to interview Supplier's personnel to the extent relevant. If an audit is required by the Customer for reasons of suspected fraud or non-compliance with the security requirements set out in this Agreement, then the Customer does not need to provide notice of the audit.

20.2 Upon reasonable prior written notice, Supplier shall allow the Customer and/or its agent to undertake reasonable and supervised due diligence on the Supplier's support systems, Supplier's software, technologies and tools used by the Supplier in the provision of the Goods and/or Services.

### 21. Anti-bribery, anti-corruption and financial crime

- 21.1 The Supplier shall, and shall procure that its officers, employees, contractors, shareholders, representatives and agents shall, in connection with this Agreement: (i) comply with the Bribery Act 2010 and all Applicable Regulatory Requirements relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**"); (ii) not engage in any activity, practice or conduct (direct or indirect) which would constitute an offence under Anti-Bribery Laws; (iii) not engage in any activity, omission, practice or conduct which would constitute a fraud offence as defined in section 199(6) of Economic Crime and Corporate Transparency Act 2023; (iv) maintain (and enforce where appropriate) throughout the Term its own adequate anti-bribery and anti-corruption policies; (v) promptly report to the Customer any request or demand for any undue financial bribe or illegal financial advantage or other advantage of any kind offered or received by the Supplier in connection with the signature or performance of this Agreement; and (vi) provide supporting evidence of compliance with this clause on the Customer's request.
- 21.2 The Supplier warrants that neither it, nor, to the knowledge of the Supplier any director, officer, employee, agent or representative of any member of its Group, has been convicted of any offence involving fraud or dishonesty.
- 21.3 The Supplier undertakes to the Customer that it will notify the Customer immediately in writing if: (i) the Supplier (or any member of its Group) is under investigation for a suspected breach of or is convicted of any breach of any Applicable Regulatory Requirements relating to anti-fraud, anti-bribery and anti-corruption, money laundering or Financial Crime; or (ii) it becomes aware of any breach of this clause 21.
- 21.4 The parties acknowledge and agree that any breach of this clause 21 shall constitute a material breach of this Agreement that is not capable of being remedied for the purposes of clause 11.4.1.

### 22. Modern slavery

- 22.1 Each Party represents, warrants and undertakes that as at the Effective Date and throughout the Term:
- 22.1.1 it conducts its business in a manner that is compliant with the Modern Slavery Act 2015;
- 22.1.2 it shall implement and maintain throughout the Term an appropriate system of due diligence and audit to ensure it, any subcontractor or member of its supply chain complies with the Modern Slavery Act 2015; and
- 22.1.3 it shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance with the Modern Slavery Act 2015. The Supplier shall keep a record of all training offered and completed and make a copy of the record available to the Customer on request.
- 22.2 The Supplier represents and warrants that neither the Supplier nor any other member of the Supplier's Group (or any of its or their Personnel): (i) has been convicted of any offence involving slavery and human trafficking; and/or (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any regulatory body regarding any offence or alleged offence of, or in connection with, slavery and human trafficking.
- 22.3 The Supplier acknowledges and agrees that any breach of this clause 22 by it shall constitute a material breach of this Agreement that is not capable of being remedied for the purposes of clause 11.2.1.

## 23. Miscellaneous

23.1 Entire Agreement. This Agreement contains the entire agreement with respect to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it has not relied on any statement or representation other than expressly set out or incorporated in this Agreement. Each Party waives all rights and remedies which, but for this clause 23.1, might otherwise be available to it in respect of any such statement or representation. Each Party acknowledges that its legal advisors have explained to it the effect of this clause.

23.2 Amendment. A purported variation of this Agreement will not be binding on the Parties unless it is in writing and signed by the Parties.

23.3 No waiver.

23.3.1 A failure or delay by either Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

23.3.2 A waiver by either Party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.

23.4 Terms Surviving Termination. All terms which are expressed to or by their nature are intended to survive termination or expiry will survive termination or expiry of this Agreement.

23.5 Severance. If any provision of this Agreement is found by any court or administrative body of a competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

23.6 Further Assurance. Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement (including executing any licences or assignments in a form reasonably required to give full effect to the licences and ownership rights set out in clause 8.

23.7 Remedies Not Exclusive. The rights and remedies of the Customer contained or referred to in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

23.8 Counterparts. This Agreement may be executed in several counterparts, all of which parts taken together will constitute one single agreement between the Parties.

23.9 No partnership or joint venture. Nothing in this Agreement shall, or shall be deemed to, establish a partnership or joint venture between the Parties nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

23.10 Non-exclusivity. This Agreement will not constitute an exclusive arrangement and the Customer and any other service provider may perform itself, or retain third parties to perform services and supply goods which are of a similar nature to the Goods and/or Services provided under this Agreement.

23.11 Third Parties.

23.11.1 Save as set out in clause 23.11.2, it is not intended that any provision of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

23.11.2 Any references to the rights of the Customer or duties

owed to the Customer shall be treated as being rights of the Customer Group and duties owed to the Customer Group. Any company in the Customer Group may enforce and take the benefit of such provisions as if it were the Customer.

23.12 Governing Law and Jurisdiction. This Agreement, including any non-contractual disputes arising out of or in relation to it, will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

## 24. Interpretation

24.1 In this Agreement (except where the context otherwise requires):

24.1.1 capitalised terms shall have the meanings set out in clause 24 or as defined in the text of this Agreement;

24.1.2 a reference to a directive, statute, statutory provision or subordinate legislation shall be construed as referring to such legislation as amended and in force from time to time and to any legislation which re enacts or consolidates any such legislation; and

24.1.3 where the words "includes" or "including" are used they mean "includes, but not limited to" or "including, but not limited to".

## 25. Definitions

**"Affiliates"**: means in relation to either the Customer or the Supplier, a member of the same Group;

**"Agreement"**: the Terms and Conditions, the Purchase Order and, subject to clause 2, any other document incorporated by reference (as may be varied from time to time in accordance with these Terms and Conditions);

**"Applicable Regulatory Requirements"**: and any reference to any legislative provisions means any applicable law, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time;

**"Business Day"**: means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in England;

**"Business Hours"**: the hours between 08h30 and 17h30 on Business Days;

**"Customer Background IPRs"**: means all IPRs supplied by or on behalf of the Customer to the Supplier pursuant to this Agreement;

**"Customer Data"**: means all data (including Personal Data), information, text, drawings, statistics, analysis and other materials embodied in any form relating to the Customer or any member of the Customer's Group (and/or their respective businesses) and which is supplied by the Supplier, the Customer or any member of the Customer's Group and/or which the Supplier (and/or any subcontractors) generates, collects, processes, stores or transmits in connection with this Agreement;

**"Customer Group"**: Domestic & General Group Limited, its Affiliates and Service Recipients from time to time;

**"Confidential Information"**: has the meaning given to it in clause 10.

**"Data Protection Laws"**: means any law applicable from time to time relating to privacy and/or the collection and processing of personal information or personal data, including, without limitation, the General Data Protection Regulation (EU) 2016/679, the "UK GDPR" (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (as applicable), the UK Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("EU GDPR") (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, each as amended or updated from time to time and including in each case any legally binding regulation, direction or orders issued under or in connection with any such law;

**“Exit Assistance”**: has the meaning given to it in clause 12.1.

**“Financial Crime”** shall have the meaning as set out in the FCA Handbook which (as at the date of this Agreement) reads: in accordance with Section 1H of the Financial Services and Markets Act 2000, any kind of criminal conduct relating to money or to financial services or markets including any offence involving: (i) fraud and dishonesty; or (ii) misconduct in, or misuse of information relating to, a financial market; or (iii) handling the proceeds of crime; or (iv) the financing of terrorism. In this definition “offence” includes any act or omission which would be an offence if it had taken place in the United Kingdom;

**“Force Majeure Event”**: acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions (excluding regulatory change) and any similar events beyond the reasonable control of the non-performing Party (including in the case of Supplier, the subcontractors);

**“Good Industry Practice”**: means the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing services and goods similar to the Services and/or Goods under similar circumstances;

**“Goods”**: the goods and the Works to be provided by the Supplier to Customer, as specified in a Purchase Order;

**“Group”**: means, in relation to a Party, that Party, its subsidiaries, its ultimate holding company and all subsidiaries of such ultimate holding company;

**“Insolvency Event”**: where a Party: (a) becomes unable to pay its debts in the ordinary course of business; (b) passes a resolution for winding up or has a receiver or administrator appointed over all or any of its assets; (c) becomes insolvent (whether voluntary or involuntary); (d) is placed in liquidation; (e) ceases to carry on business as a going concern; or (f) suffers any event analogous to any of the abovementioned events in any jurisdiction;

**“IPR”**: means (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how), registered designs, rights in copyright (including authors’ and neighbouring or related ‘moral rights’), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; (b) all registrations or applications to register any of the items referred to in paragraph (a); and (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

**“IPR Claim”**: has the meaning given to it in clause 8.10;

**“Key Personnel”**: the Supplier personnel filling key positions, as set out in a Purchase Order;

**“Performance Timetable”** has the meaning given to it in clause 2.2;

**“Personal Data”**: shall have the meaning given to that term in the UK GDPR;

**“Personnel”**: means any employee, officer or director, or an individual working as a consultant, independent contractor or agent, and/or temporary worker;

**“Purchase Order”**: shall mean the written binding document which incorporates these terms and conditions and specifies the Goods and/or Services to be provided between the Supplier and Company in accordance with the Agreement.

**“Process”**: shall have the meaning given to that term in the UK GDPR;

**“Regulatory Body”**: means government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled by any applicable laws to supervise, regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Customer;

**“Relevant IPR”**: has the meaning given to it in clause 8.4;

**“Service Recipients”**: any of the following entities: (a) Customer Group; (b) joint ventures; (c) any entity receiving services from or performing services for the Customer, provided that the Services form only part of, or are otherwise used to enable, the services received by or performed by the Customer and subject to the proviso that the Supplier, in so rendering the Services, does not act as an agent or representative of the Customer in any way; (d) any entity that was receiving services equivalent to the Services prior to the services Effective Date; (e) any divested business; and (f) any entity that the Parties otherwise agree will receive the Services;

**“Services”**: means those tasks, functions, services and responsibilities to be provided by the Supplier to the Customer, as specified in a Purchase Order, and any services that are incidental thereto;

**“Specifications”**: means any specifications, instructions, drawings, plans, documentation, technical information and other materials provided by or on behalf of the Customer to the Supplier in relation to the supply of the Goods, Services and/or Works;

**“Supplier Background IPRs”**: means all IPRs utilised by or on behalf of the Supplier in the performance of its obligations under this Agreement and/or that are made available to the Customer and which: (i) relate to the general business processes of the Supplier (or the Supplier’s Group); (ii) were pre-existing as at the date of this Agreement; or (iii) are the subject of a licence granted to the Supplier by a third party;

**“Term”**: the term specified on the Purchase Order; and

**“Works”**: all materials, products and processes created by or commissioned by on behalf of the Supplier in connection with the performance of its obligations under this Agreement and that are commissioned by, or created to a Specification issued by or on behalf of, the Customer (including, without limitation, systems, concepts, brands, logos, marks, slogans, digital scans, advertising, promotional materials, artistic works, illustrations, documents, instructions, databases, drawings, information, designs, specifications, formulae, test results, software, inventions, display equipment, labels, models, samples and photographs).