

CONDITIONS OF ORDER FOR THE RECEIPT OF PRODUCTS AND/OR SERVICES

1 GENERAL TERMS & DEFINITIONS

- 1.1 The Purchase Order and these Terms (together the "Agreement") set out the entire agreement between the Parties in respect of the supply of the Deliverables by the Supplier to the Company.
- 1.2 The Agreement shall prevail at all times over all other terms and conditions which the Supplier may purport to apply (including without limitation in any Supplier proposal or in Supplier invoices) and to the extent that any obligations hereunder have already been performed by either Party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of the Agreement. The provision of the Deliverables shall be deemed conclusive evidence of the Supplier's acceptance of the Agreement provided the Supplier has been given notice of the terms herein.
- 1.3 Any amendment or variation to the Agreement shall only be made by prior written agreement between the Parties.
- 1.4 In the event of any contradiction between these Terms and the Specific Terms, the Specific Terms shall prevail.
- 1.5 The Parties agree that the contract will only be formed once the Order has been formally accepted by the Supplier.
- 1.6 In this Agreement:
 - "**Affiliate**" means, in relation to the Company, any other legal entity that, directly or indirectly: (a) is controlled by the Company; (b) controls the Company; or (c) is subject to the control of the same legal entity as the Company.
 - "**Applicable Laws**" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction.
 - "**Company**" means Capgemini UK plc.
 - "**Charges**" the charges payable by the Supplier for the provision of the Deliverables as set out in the Purchase Order;
 - "**Conditions**" means Clauses 1 to 29 set out herein.
 - "**Deadlines**" means the dates for delivery of the Deliverables as set out in the Purchase Order;
 - "**Deemed Employer**" means the "deemed employer" as defined in the IR35 Legislation.
 - "**Deliverables**" means the Products and/or the Services;
 - "**Good Industry Standards**" means those practices, methods, techniques and standards that are from time to time generally accepted for use in the Supplier's industry.
 - "**GPS**" means Capgemini's e-procurement system.
 - "**IPR**" means copyright, patent, trademark, design right, semiconductor topography right, right to extract information from databases, rights in confidential information or trade secrets and all other similar rights anywhere in the world whether or not registered or capable of registration and including applications for registration of any of them;
 - "**IR35 Assessment**" means the statutory requirement in accordance with the IR35 Legislation to assess whether an assignment involving a worker engaged via an intermediary will fall inside or outside the IR35 Legislation.
 - "**IR35 Legislation**" means the legislation concerning off payroll working set out in Chapter 10 of Part 2 of

the Income Tax (Earnings and Pensions) Act 2003 (as may be amended from time to time) and any other legislation or secondary legislation dealing with the tax and national insurance contributions treatment of workers whose services are provided via intermediaries as in force throughout the duration of this Agreement.

"**Managed Client**" means a natural or legal person, to whom the Company provides services pursuant to a separate agreement between such person and the Company;

"**Purchase Order**" or "**Order**" means the written document in respect of the provision of certain Deliverables issued by the Company and accepted by the Supplier and including any Specific Terms;

"**Products**" means any products, including any Software, to be provided by the Supplier to the Company in accordance with the Order other than the Services.

"**Purchase Order Number**" means the Order number generated by GPS and issued to the Supplier comprising a 10 character code recognised by 260 at the beginning (e.g. 260xxxxxxx) prior to the issue of the Supplier's invoice.

"**Service Levels**" means the standards of Service (if any) to be provided by the Company as set out or referred to in the Purchase Order;

"**Services**" means the Services to be provided by the Supplier to the Buyer in accordance with the Purchase Order and, as the case may be, the relevant statement of work. The "Services" includes any services not expressly specified in the Purchase Order as within the scope of Supplier's responsibilities but necessary for the proper performance and completion of the Services as would be reasonably understood by a person generally involved in the provision of like services;

"**Software**" means the software set out in the Order.

"**Specification**" means any technical description, drawing, sample or standard of performance of the Supply contained or referred to in the Order.

"**Specific Terms**" means any additional terms set out in a contract agreed between the Company and the Supplier (e.g. MSA or framework agreement) in addition to these Terms.

"**Status Determination Statement**" a statement in writing by the Sub- Contractor setting out the outcome of the Sub-Contractor's IR35 Assessment of an assignment involving a worker engaged via an intermediary and the reasons the Sub-Contractor reached the determination it has in relation to the worker's employment status for the purposes of the IR35 Legislation.

"**Supplier**" means the person, firm or company to whom the Order is addressed and shall include any assignee permitted by the Company under these Conditions.

"**Supply**" means the Products and/or the Services specified in the Order.

"**Users**" means the Company and its Affiliates.

"**E-invoicing Tool**" means third party e-invoicing portal identified at <https://www.capgemini.com/gb-en/corporate-responsibility/payment/> that enables Suppliers to submit invoices electronically.

2 AUTHORISATION

- 2.1 The Company accepts no liability for any Supply

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- provided unless:
- a) the Supplier is fully approved and authorised by the Company on GPS; and,
 - b) the Order has been placed on GPS incorporating these Conditions and authorised online on the Company's behalf by a duly authorised representative.
- 2.2 The Company will not be bound by any variation to the Order unless it is specifically agreed in writing and signed in hard copy or authorised online through GPS on behalf of the Company by a duly authorised representative.
- 3 QUALITY AND INSPECTION**
- 3.1 The Supply must conform in all respects to the requirements specified in this Agreement and to Good Industry Standards, or as specified on the Order and be to the reasonable satisfaction of the Company. The Company shall have the right to inspect and test any Supply before acceptance provided that such inspections and tests are made within a reasonable time or as provided in the Specification.
- 4 REJECTION**
- 4.1 The Company may by giving the Supplier not less than twenty-eight (28) days written notice (or such other period as may be agreed in writing between the parties) after delivery, reject any Products which are found not to be in accordance with this Agreement. The Company shall when giving notice of rejection specify the reason and shall return the rejected Products to the Supplier at the Supplier's risk and expense. The Supplier shall within a reasonable time, replace such rejected Products with Products which are in all respects in accordance with this Agreement. Any money paid by the Company to the Supplier in respect of any rejected Products not replaced by the Supplier within a reasonable time, together with any additional expenditure over and above this contract price, reasonably incurred by the Company in obtaining other Products in replacement, shall be paid by the Supplier to the Company.
- 5 WARRANTIES**
- 5.1 The Supplier undertakes, warrants and represents that:
- i. it shall obtain all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the Deliverables as are required in order for the Supplier to perform the Agreement;
 - ii. all Deliverables will be free from defects, fit for the purpose for which they are supplied and are of satisfactory quality, and conform as to quantity, quality and description to that stated in the Purchase Order;
 - iii. it is competent to fulfil its obligations under the Agreement (which includes having relevant experience, training and/or qualifications) and shall use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Deliverables; and
 - iv. it holds any licence, permit and/or certificate required by law for the performance of the
- Agreement;
- v. the Deliverables are original works and do not infringe any rights of a third party
- 5.2 The Supplier shall promptly remedy at its own cost any breach of this Agreement. If the Supplier fails to remedy any such failure within a reasonable time, the Company may have the necessary work done and the Supplier shall reimburse all additional and reasonably incurred costs together with any resulting operational costs, losses, or damages.
- 5.3 Unless otherwise agreed in the Purchase Order and subject to any applicable statutory warranty period, the Products shall be warranted for a period of one (1) year and the Services shall be warranted for a period of three (3) months from the date of acceptance by the Company.
- 6 QUANTITY**
- 6.1 Products shipped in excess of the quantity designated in the Order may be returned at the Supplier's expense. If the Company in its absolute discretion elects to retain any excess Products, they shall be charged to the Company at the same rate as the Products originally ordered.
- 7 TITLE**
- 7.1 Subject to the provisions of this Clause the property in the Products shall pass to the Company on satisfactory receipt of the Supply by the Company without prejudice to any right of rejection which may accrue to the Company under these Conditions.
- 7.2 If the Supplier postpones delivery at the request of the Company pursuant to Clause 8.2 the property in the Products shall pass to the Company seven (7) days after the receipt of notification from the Supplier that the Products are due and ready for delivery or on such other date as may be agreed, but the Products shall nevertheless remain at the Supplier's risk until receipt of the Products by Company in accordance with Clause 7.1.
- 8 RESPONSIBILITY FOR THE PRODUCTS**
- 8.1 The Supplier shall be responsible for and insure against loss, destruction and damage for Products completely or partially manufactured and for all materials acquired by or delivered to the Supplier in connection with the Order whether the property of the Supplier or Company and until such time as the Products are delivered to the Company and/or the Services are completed.
- 8.2 If for any reason the Company is unable to accept delivery of the Products at the time when the Products are due and ready for delivery the Supplier shall, if the Supplier's storage facilities permit, store the Products, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery, and the Company shall be liable to the Supplier for the reasonable costs (including insurance) of the Supplier so doing.
- 9 INDEMNITY**
- 9.1 The Supplier shall indemnify and keep indemnified the Company against all cost and expenses (including legal fees costs) losses and liabilities which the Company may incur as a result of:
- 1.1.1. the Supplier's breach of or non-compliance

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- with its obligations or warranties in respect of any data privacy, security and/or confidentiality obligations under the Agreement;
- 1.1.2.the Supplier's negligence;
- 1.1.3.any claims from third parties in respect of the Deliverables and any claims made as a result of the Supplier's acts or omissions; or
- 1.1.4.any claim or allegation by a third party that any Pre-Existing IPR and/or Deliverable (or part thereof) infringes such third party's IPR.
- 9.2 Neither Party shall be liable for any indirect or consequential loss or damage.
- 9.3 The entire liability of a Party for any costs, losses, damages or expenses arising from any act or omission of that Party and any compensation potentially owed to the other Party shall be limited to three times the amounts paid or payable under the Purchase Order except for any liability arising in respect of any indemnity obligations.
- 10 INSURANCE**
- 10.1 The Supplier shall, for the term of the Agreement and a period of twelve months thereafter, at its own cost, take out and maintain insurance cover of a sufficient value to cover all the Supplier's activities carried out pursuant to or in relation to this Agreement, this shall include:
- Public Liability, with a minimum of one million euros (€5,000,000) per claim;
- Completed Operation / Product Liability, with a minimum of one million euros (€5,000,000) per claim and in the annual aggregate;
- Professional Liability, with a minimum of one million euros (€5,000,000) per claim and in the annual aggregate;
- Cyber Liability, with a minimum of one million euros (€5,000,000) per claim and in the annual aggregate; and.
- Workmen Compensation Insurance as well as any other insurance required by law providing cover for the Supplier, its directors and employees.
- 10.2 The Supplier shall ensure that its Subcontractors have and maintain similar insurance to cover any activities they carry out pursuant to or in relation to this Agreement for the term and a period of twelve months after the end of the term.
- 10.3 Such insurances shall be maintained with reputable and solvent insurance company(ies) authorized to do business in the jurisdiction(s) where the Products will be provided and/or the Services will be performed.
- 10.4 The Supplier shall produce evidence to the Company on reasonable request by way of an insurance certificate or a broker's letter confirming such insurances are in place and payment of all premiums due on each insurance policy.
- 11 AUDIT**
- 11.1 The Company may itself or with the assistance of a third-party auditor conduct an audit and/or inspection, to evaluate the Supplier's compliance with the terms of this Agreement. The Supplier shall provide all assistance and information reasonably requested. Such audit and/or inspection may be performed at any time on fifteen (15) days' notice from the Company.
- 12 TRANSFER, ASSIGNMENT AND**

- SUBCONTRACTING**
- 12.1 The Supplier shall not transfer, assign or sub-contract this Agreement (either in part or in whole) without the prior written consent of the Company except as part of a company amalgamation or reconstruction where the amalgamated or reconstructed company agrees to comply with this Agreement in full. In the event of any subcontracting, the Supplier shall remain responsible for all acts and omissions of its subcontractors.
- 13 IR35 AND TAX ISSUES**
- 13.1 The Supplier acknowledges that, in the provision of Products or Services it is the Deemed Employer and end user client for the purposes of the IR35 Legislation and that it will carry out IR35 Assessments and issue a Status Determination Statements to all workers and other relevant parties within the supply chain where required to do so. The parties agree that the Company is not a Deemed Employer or an end user client for these purposes, and the Supplier will indemnify the Company against all and any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Company in connection with or in consequence of any failure by the Supplier (or any of the parties in its supply chain) to comply with its or their obligations under the IR35 Legislation (including those in respect of being a fee payer) insofar as they relate to the operation of this Agreement.
- 13.2 The Supplier will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and national insurance or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by any individual in respect of the Services.
- 13.3 If any claim, assessment or demand is made against the Company for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or an individual or other entity in respect of the Services, the Supplier will indemnify the Company against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Contractor in connection with or in consequence of any such liability, assessment or claim.
- 13.4 The Company (and/or its Affiliates) may, at its sole discretion, satisfy the indemnities referred to in Clause 13.3 above (in whole or in part) by way of deduction from any payments to be made by the Company to the Supplier under this Agreement.
- 14 PRICE AND PAYMENT**
- 14.1 Unless specified to the contrary, the price shall be as shown in the Order and will include all costs associated with the supply of the Supply. The Company will accept no additional charges. Payment of a correct invoice submitted in accordance with this condition shall normally be made in an average of thirty (30) calendar

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- days from the date of receipt. Payment to be made by bank transfer.
- 14.2 The Company reserves the right to refuse payment of any invoice which is not submitted in accordance with this Agreement or for any Supply that have not been delivered or performed or that do not conform to this Agreement.
- 14.3 Supplier agrees that Company will have no liability to make payments in respect of invoices submitted after one (1) year from the date of Company's issuance of an Order.
- 14.4 If either Party fails to make any payment under the Agreement on or before the due date, the Party entitled to payment may charge interest at the rate of one (1) per cent per annum above the base rate from time to time of the Bank of England on the outstanding amount from the day after the due date until the date of payment (both before and after judgment) and it will accrue (but not compound) from day to day. The Parties agree that such interest rate is in substitution for any statutory interest that may be applicable to the Agreement in question and both it and the payment period set out in Clause 14.1 are fair and reasonable.
- 15 INVOICES**
- 15.1 The Supplier must submit invoices promptly and in accordance with this Agreement once the Supply has been received by the Company and which shall contain the particulars required by law in respect of VAT. The invoice shall include the Purchase Order Number.
- 15.2 The Supplier shall comply with the Company's purchase Order mandatory rule whereby Orders are deemed valid only if they include a Purchase Order Number as further described within the Capgemini Supplier Standards of Conduct and Compliance Management Requirements, a link to which is herein contained in Clause 23.1(c).
- 15.3 Any Supplier invoices received by the Company more than 30 days after the invoice date shall be rejected by the Company and returned to the Supplier. Where such arises, the Supplier must re-submit all applicable invoices to the Company with the invoice date being updated to the most current invoice submission date to the Company. This aforementioned also applies where the original invoice has been rejected by the Company due to Supplier not complying with the Company's purchase Order mandatory rule detailed in clause 15.2. The Company will accept no additional charges whatsoever.
- 15.4 Unless otherwise agreed in writing by Company, Supplier shall ensure that all invoices for the Supply provided are issued to Company electronically via E-invoicing Tool. For the avoidance of doubt, any charges levied by the E-invoicing Tool provider are to be incurred by the Supplier. The Company will only pay invoices that can be referenced to valid Purchase Order Number.
- 15.5 The Supplier warrants all information on the Supplier's maintenance form including company details and the Supplier's bank account references for payment is correct and complete.
- 16 DELIVERY AND ACCEPTANCE**
- 16.1 The Products shall be delivered by the Supplier or dispatched for delivery to the delivery address specified in the Order or as subsequently agreed in writing.
- 16.2 Each package shall:
- be labelled with the Company's Purchase Order Number;
 - set out the complete forwarding address;
 - contain an itemised packing slip; and
 - be properly packed for forwarding so as to reach its destination in good condition under conditions of transport normally to be expected in connection with deliveries to such destination.
- 16.3 No charges will be allowed for packing, crating, freight, express delivery or postage unless specified in the Order.
- 16.4 Supplier undertakes at its own expense to repair or replace (at the option of the Company) Supply lost or damaged in transit. Supplier also undertakes to arrange adequate insurance at its expense for such Supply. Time is of the essence and if any Products are not delivered within the time specified in the Order or within a reasonable time if no time is specified the Company may either:
- refuse to accept such Products and terminate the Order;
 - return at the Supplier's risk and expense any of the Products already delivered which cannot be effectively and commercially used by reason of non-delivery of the Products undelivered and recover from the Supplier any monies paid by the Company in respect of such Products; and
 - recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining other Products in replacement of those in respect of which this Agreement has been determined; or
 - require the Supplier to ship the Products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of the Supplier. Materials specified in the Order must not be substituted without the Company's prior written permission.
- 17 INTELLECTUAL PROPERTY**
- 17.1 Retention of Pre-existing Intellectual Property Rights:
- 17.2 Each Party retains exclusive ownership of all IPR and any and all other elements belonging to it, developed or acquired prior to the entry into force of this Agreement ("Pre-existing IPR").
- 17.3 Any use of the other Party's Pre-existing IPR shall be subject to prior written consent and shall be limited to the scope and duration agreed upon by the Parties.
- 17.4 The Supplier hereby grants to the Company, for the maximum period permitted by law, a royalty free and non-exclusive licence to use, including but not limited to, the right to reproduce, represent, modify and distribute any Supplier's Pre-existing IPR provided as part of the Deliverables.
- 17.5 Each Party warrants that it has the necessary rights and authority to retain ownership of its Pre-existing IPR and that such rights do not infringe upon any third-party rights.
- 17.6 Assignment of IPR
- In consideration of the payment of the charges, the Supplier hereby assigns to the Company absolutely and with full title guarantee all of the

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- Supplier's IPR (except any Pre-Existing IPR) subsisting in the Deliverables (or any part thereof). The Supplier warrants that all relevant officers, employees, agents, and any sub-contractors engaged by the Supplier have assigned and/or agreed to assign to the Supplier absolutely and with full title guarantee all IPRs (both existing at the date hereof and in the future) subsisting in the Deliverables (or any part thereof) for the full period of such rights, including all rights to renewals and extensions thereof.
- b) The Supplier shall execute and deliver any documents and perform any actions necessary to perfect the assignment of IPRs to the Company, including but not limited to, executing any further assignments, deeds, or other instruments as may be required by law or reasonably requested by the Company.
 - c) The Supplier acknowledges that the Company shall have the right to register the assigned IPRs in any jurisdiction and to take any action necessary to protect and enforce such rights.
 - d) The Supplier shall ensure that any moral rights (droit moral) in the Deliverables are waived to the fullest extent permitted by law, and where such waiver is not possible, the Supplier shall ensure that the authors of the Deliverables agree not to enforce such rights against the Company or its successors and assigns.
- 18 CONFIDENTIALITY**
- 18.1 Each party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the performance of the Services which is marked as confidential or which by its nature would reasonably be considered confidential ("Confidential Information").
 - 18.2 A party may disclose Confidential Information if compelled to do so by law subject (where not prevented by law) to providing reasonable prior notice to the other party.
 - 18.3 Recipient shall use Confidential Information only for the performance of Services. Recipient shall exercise a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure. Recipient may share Confidential Information with its employees, directors, agents or third-party contractors on a need-to-know basis subject to them having agreed in writing to keep the information confidential with similar obligations as set forth herein. Confidential Information excludes publicly available information, lawfully received third-party information, and pre-known information. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information shall expire five years after disclosure save for any Confidential Information that contains trade secrets, for which Recipient's duty to protect that Confidential Information shall continue in full effect until the Confidential Information has lost its trade secrets status.
- 19 TERMINATION**
- 19.1 Without prejudice to any other remedies that it may have, the Company shall have the right to terminate this Agreement subject to a thirty (30) day notice period.
 - 19.2 Notwithstanding the aforementioned either party may terminate forthwith this Agreement by notice in writing in the event that;
 - a) the other party has committed an irremediable material breach of this Agreement;
 - b) the other party has committed a remediable material breach of this Agreement or persistent breaches hereof and continues such default for thirty (30) days after written notice thereof has been given to such party with a request that such material breach or such persistent breaches are rectified and no such rectification takes place; or
 - c) either party becomes or is deemed to be insolvent (within the meaning of the Insolvency Act 1986), or ceases or threatens to cease to trade, or compounds with its creditors, or commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to the other party, or a resolution or petition to wind up the other party, or a resolution or petition to wind up the other party is passed or presented (otherwise than for a solvent reconstruction or amalgamation).
 - 19.3 Without prejudice to any other remedies that it may have, the Supplier shall have the right to terminate this Agreement subject to a ninety (90) day notice period.
 - 19.4 The Supplier shall not be entitled to any compensation (whether for loss of goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms.
 - a) The exercise of any of the rights granted by Company under this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.
- 20 PROVISION OF SERVICES**
- 20.1 In the event of the Order covering the Services to be carried out on the Company's premises or on other premises at the request of the Company then in such event the following Clauses shall apply:
 - a) the Services shall be carried out at the place and on the dates or within the time stated on the Order;
 - b) the Supplier shall obtain and shall act in accordance with the normal operating procedures, rules and regulations applying at the relevant premises;
 - c) the Supplier, employees or agents whilst on such premises in connection with the Order shall in all respects conform to and comply with any requirements and instructions that may be given by an officer of the Company as to the method of carrying out the Services and the conduct of the Supplier, the employees or agents whilst engaged thereon; and
 - d) the Services shall be carried out using reasonable skill and care in accordance with all Applicable Laws, standards and good industry practice.
- 21 SUSTAINABLE PROCUREMENT PRINCIPLES AND ENVIRONMENTAL POLICY**
- 21.1 The Company expects its suppliers to conduct their business relationships on a fair and ethical basis and in

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- compliance with the Company's Core Principles of Sustainable Procurement (the "Principles"). The Company is also committed to reducing its impact on the environment and has set itself objectives for environmental performance. These objectives are set out in the UK Environmental Policy (the "Policy") and the Company expects its suppliers to adhere to the Policy and the objectives to reduce its environmental impact.
- 21.2 The Principles and the Policy are set out on the website pages with the following web addresses (or such other web addresses as may replace these from time to time):
- <https://www.capgemini.com/gb-en/corporate-responsibility/responsible-business-practices/ensuring-the-group-makes-progress/our-core-principles-of-sustainable-procurement/>
- <https://www.capgemini.com/gb-en/resources/capgemini-uk-environmental-policy-statement/>
- The Company may revise the Principles and/or the Policy at any time by amending the website pages. The Supplier shall check the website from time to time to take notice of any changes that the Company has made.
- 21.3 The Supplier warrants and represents that the Supplier, its suppliers, third parties and subcontractors utilised for the fulfilment of this Agreement shall at all times comply with the Principles and the Policy and shall notify the Company as soon as possible in the event that the Supplier, its suppliers, third parties or subcontractors breach the Principles or the Policy.
- 21.4 Supplier shall review its compliance and the compliance of its suppliers, third parties and subcontractors utilised for the fulfilment of this Agreement with the Principles and the Policy periodically whilst continuing to provide any goods or services to the Company. Any negative changes to Supplier compliance and/or the compliance of its suppliers or subcontractors with the Principles and/or the Policy must be notified immediately to Company.
- 21.5 Supplier acknowledges that any breach of this Clause 21 shall constitute a material breach of this Agreement and, notwithstanding any other terms of this Agreement, the Company may recover any and all losses, including reputational and related losses, arising out of or in connection with such breach.
- 21.6 Supplier shall, at no charge to the Company, promptly answer any questions or requests for information issued by Capgemini to enable Capgemini to assess Supplier's compliance with the Principles and the Policy and/or promptly complete and return any surveys issued by Capgemini regarding the Principles and the Policy.
- 22 ANTI-CORRUPTION AND ANTI-BRIBERY**
- 22.1 For the purposes of this Clause 22:
- the term "Associated Person" shall have the meaning given to it in the Bribery Act 2010 (the "Act"); and
 - the term "Adequate Procedures" shall mean policies and procedures which a Party reasonably believes would provide it with a defence to an offence under section 7(1) of the
- Act as such defence is set out in section 7(2) of the Act (with reference to any guidance issued under section 9 of the Act).
- 22.2 Each party shall:
- comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the Act) in all jurisdictions applicable to the performance of the Services by the Supplier and the receipt of the Services by the Company ("Relevant Requirements");
 - not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act whether or not such activity, practice or conduct had been carried out in the United Kingdom;
 - have and shall maintain in place at all times Adequate Procedures and shall ensure compliance by Associated Persons with the Relevant Requirements and Clause 22.2(b), and shall enforce their provisions where appropriate;
 - promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of its obligations under this Agreement. The Supplier shall use the process set out Clause 22.3 below; and
 - from time to time, at the reasonable request the other party, confirm in writing to the other party that it has complied with its undertakings under Clauses 22.2(a) to 22.2(d) and shall provide any information reasonably requested by the other party to evidence such compliance, including reasonable details of its adequate procedures.
- 22.3 In accordance with Clause 22.2(d), where the Supplier becomes aware at any time of any requests from Associated Persons of the Supplier or the Company, which it considers could be in breach of the Relevant Requirements it shall immediately report such concerns to the Company's UK Ethics and Compliance Officer at the email address: ethics.uk@capgemini.com.
- 22.4 Each party acknowledges that any breach by it of this Clause 22 shall constitute a material breach of this Agreement.
- 22.5 The Company reserves the right to audit the Supplier's compliance with this Clause 22.
- 23 MODERN SLAVERY**
- 23.1 The Supplier represents and warrants that:
- it has not been and is not engaged in any practices involving the use of child labour; forced labour, the exploitation of vulnerable people, or human trafficking ("slavery and human trafficking");
 - its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; and;
 - it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier's business;
 - it will comply with the <https://www.capgemini.com/gb-en/resources/capgemini-supplier-standards-of-conduct-compliance-management->

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- [requirements/Modern Slavery Statement: https://www.capgemini.com/gb-en/resources/modern-slavery-transparency-statement/](https://www.capgemini.com/gb-en/resources/modern-slavery-transparency-statement/) as updated from time to time by the Company.
- 23.2 The Supplier agrees to respond to all requests for information required by the Company for the purposes of completing the Company annual anti-slavery and human trafficking statement as required by the UK's Modern Slavery Act 2015.
- 23.3 The Supplier will permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there is reasonable grounds to suspect an instance of slavery and human trafficking, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel and more generally to audit the Supplier's compliance to the obligations under this Clause 23. The Supplier shall give all necessary assistance to the conduct of such audits during the term of this Agreement.
- 23.4 The Supplier will adopt modern slavery provisions in its contracts with suppliers.
- 23.5 Any breach of this Clause 23 will entitle the Company to immediately terminate the Agreement.
- 24 ANTI-FACILITATION OF TAX EVASION**
- 24.1 The Supplier shall and shall procure that persons associated with it or other persons who are performing Services in connection with this Agreement:
- not engage in any activity, practice or conduct which would constitute either:
 - a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - comply with the Company's applicable policies including Ethics, Anti-bribery and Anti-corruption Policies as may be updated from time to time;
 - have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person associated with it (including without limitation employees of the Supplier) and to ensure compliance with Clause 24.1(a);
 - promptly notify the Company in writing any breach of Clause 24.1(a) or a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
 - provide the Company with such supporting evidence of compliance with Clause 24 by the Supplier and all persons associated with it and / or any other related information as the Company may reasonably request.
- 24.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services and/or providing goods in connection with this Agreement does 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 Clause 24 (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 Company for any breach by such persons of any of the Relevant Terms.
- 24.3 Any breach of this Clause 24 will entitle the Company to immediately terminate the Agreement.
- 24.4 For the purposes of Clause 24 the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017. A person associated with the Supplier shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it and shall include but is not limited to any subcontractor of the Supplier.
- 25 DATA PROTECTION**
- 25.1 Each party warrants that it has complied and will continue to comply with their corresponding obligations under any applicable data protection laws that may apply in the context of the Agreement and these Conditions and in particular (i) the EU General Data Protection Regulation (GDPR) n° 2016/679 relating to the processing of Personal Data; (ii) any implementing laws of the GDPR (including but not limited to the UK GDPR and the Data Protection Act 2018); and (iii) any laws or regulations relating to the processing of Personal Data applicable during the term of the Agreement and these Conditions. Capitalised terms in the clause below shall having the meaning as set out in the GDPR.
- 25.2 The Company hereby grants authorization to rely on sub-processors and/or carry out cross border transfers of Personal Data as detailed by Supplier at the time of acceptance of the relevant Purchase Order. Should Supplier rely on any additional sub-processors and/or carry out any additional cross border transfers, it shall notify the Company in advance allowing Company sufficient time to reasonably object to the reliance on sub-processor and/or cross border transfer. Where Supplier relies on sub-processors, it shall ensure that the sub-processors are contractually bound to the same, or at least equivalent, obligations as those in this clause. Supplier must ensure appropriate safeguards, including for instance Standard Contractual Clauses, are in place for any authorized cross border transfer.
- 25.3 Supplier's personnel involved in processing Personal Data must be bound by confidentiality obligations.
- 25.4 Supplier must implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, or disclosure.
- 25.5 In the event of a Personal Data Breach, Supplier must notify Company without undue delay. Such notification shall include at a minimum, the contact details of the individual(s) and/or function(s) in charge of managing the Personal Data Breach, the nature of the Personal Data Breach including the categories of data and number of Data Subjects affected by the Personal Data Breach, a description of the measures implemented by Supplier to remedy the Personal Data Breach and prevent any new occurrence.
- 25.6 Supplier shall allow Company to conduct audits and/or make available to Company and all information necessary to demonstrate compliance under the conditions defined under this Clause 25.
- 25.7 Supplier must provide reasonable assistance to Company in responding to any Data Subject requests under applicable data protection laws set out in clause 25.1.
- 25.8 Upon termination or expiration of the Agreement, Supplier must, at Company's discretion, either delete or

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return all of Company's Personal Data and certify in writing that it has done so. If retention is required by law, Supplier must notify Company. The obligations in this clause will continue to apply as long as Supplier retains any Personal Data.

26 EXPORT CONTROL

- 26.1 Each Party warrants and undertakes that, in connection with this Agreement and its performance, it will comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, embargoes, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws (Export and Sanctions Law). By accepting the Purchase Order, Supplier further warrants that the Services, Products and/or Supplier Software are not restricted by Export and Sanctions Law (or, in the case of applicable USA law, are not restricted more tightly than the classification EAR99) and Supplier is not the target of any trade sanctions or embargoes, nor owned or controlled by any entity that is the target of such sanctions or embargoes.

27 Purchase of Software as A Services ("SaaS Services")

- This Clause 27 shall apply if the Purchase Order includes the provision of any SAAS Services.
- 27.1 The Supplier hereby grants the Users a worldwide, non-exclusive, irrevocable, transferable license to use the SaaS Services during the subscription term as specified in the Purchase Order. The Users shall keep their user login credentials confidential and shall be responsible for managing access. The Users may sub-license the SaaS Services to their Managed Clients, provided they agree to similar terms. Changes to the SaaS Services are permitted, but the Supplier shall not reduce its functionality, and the Supplier will notify the Company of any significant changes at least sixty (60) days before such change.
- 27.2 The SaaS Services include, (at no additional cost), disaster recovery services. In the event of a disaster, access to the SaaS Services will resume at an alternate data center within two hours, and data loss will be limited to one hour. If service interruption occurs, the Supplier shall provide a credit equivalent to the Charges prorated for the interrupted period which shall not exceed the Charges for up to five days. Such credit may be applied to future SaaS Services.
- 27.3 The Supplier shall adhere to the Service description and Service Levels (if any). The Company shall have a right to terminate the Purchase Order with immediate effect and without cure period in the event the Supplier fails to achieve such Service Levels more than once per month for two (2) consecutive months or two (2) times in any three (3) consecutive months or three (3) times in any six (6) consecutive months.
- 27.4 This Clause sets out the conditions for the reversibility of the SaaS Services upon their termination or expiry. If necessary, the duration of the Agreement shall be extended to allow for the completion of data recovery and reversibility services. Throughout the term and for six months after expiry or termination of the Agreement, the Supplier will make the data of the Users in the SaaS Services ("User Data") available for download in the same format it was provided by the Users. After this period, unless legally prohibited, the Supplier will delete all such User Data and provide a

certificate of data destruction upon request. The Parties shall agree a reversibility plan within thirty (30) days of commencement of the SaaS Services. Such plan shall detail the operational modalities, including a list of items to be transferred, tasks to be performed, and a timetable. Upon termination or expiry of the Agreement, the Supplier will implement the reversibility plan to transfer the provision of replacement SaaS Services to the relevant Users or any third parties identified by them. The Supplier will maintain continuity and quality of service during this phase, provided the Company continues to pay the Charges for the SaaS Services. The reversibility phase shall commence upon notification of termination of the Agreement or one (1) month before its expiry and shall typically last forty-five (45) days, ensuring all User Data and services are successfully transitioned.

28 Purchase Of On-premise Software Licenses

This Clause 28 shall apply if the Purchase Order includes the provision of any Software.

- 28.1 The Supplier hereby grants the Users a non-exclusive, worldwide, irrevocable, and transferable license to use the Software for the entire duration of its intellectual property protection. The Users may make copies for licensed use and one for archival and backup purposes, ensuring all intellectual property notices are properly reproduced. The Users shall not reverse engineer the Software except as permitted by law. For application development and maintenance engagements with Managed Clients, the Users may share Software outputs with such Managed Clients during review meetings or via electronic access.
- 28.2 The Supplier shall deliver the Software, including all related modules and documentation, to the Users by remote telecommunications or, if requested, via physical delivery. The Supplier will provide all necessary documentation and updates whenever made available from time to time. When requested, a certification of delivery compliance shall be provided. The Software shall be delivered free of charge. If delivered physically, it will be sent DDP (Incoterms 2020) to the specified address, properly packaged and labelled. Should shipment be delayed by ten (10) calendar days or more from the Deadlines, the Company may terminate the Agreement without liability. Unless otherwise stated in the Purchase Order, the User shall install the Software according to the applicable standard documentation without additional charge. If the Supplier is responsible for the installation, the User will assist as reasonably required by the Supplier.
- 28.3 The Supplier warrants that for one (1) year from the delivery date, it will conform to its Service description, operating without defects. If the Software remains defective after forty-five (45) days following the Company's written notice, the Company may terminate this Agreement for breach, and the Supplier shall refund any prepaid Charges. This warranty excludes issues from improper installation, or unauthorized modifications by persons other than the Supplier or its representative. The Supplier shall offer maintenance services for the Software licensed to the Users for the term of the Agreement.
- 28.4 If required for software maintenance, the Supplier may receive remote access with provided access codes, which shall be treated as confidential. The Supplier

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- shall use the access codes solely for necessary maintenance purposes and will notify the Users of any disturbances. Unauthorized use of access codes may lead to their revocation and potential suspension or termination of the Agreement. Supplier activity may be monitored by the User, and the Supplier shall be liable for all actions performed using the access codes. Any suspicion of unauthorized use must be reported to the Company immediately by the Supplier.
- 28.5 The Supplier shall adhere to the Software description and Service Levels (if any). The Company shall have a right to terminate the Agreement with immediate effect and without cure period if the Supplier fails to comply with the Service Levels for at least once per month for two (2) consecutive months or two (2) times in any three (3) consecutive months or three (3) times in any six (6) consecutive months.
- 29 GENERAL**
- 29.1 Any notice required to be given pursuant to the Agreement shall be in writing and sent either by prepaid first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, to the respective addresses of the Company and the Supplier as specified in the Purchase Order, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.
- 29.2 The failure of either party to exercise or enforce any right conferred upon it by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.
- 29.3 The Supplier shall not without the written consent of the Company announce or publicise that the Supplier supplies Products to, or carries out the Services for the Company.
- 29.4 The Supplier warrants that the design, construction and quality of Products to be supplied comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
- 29.5 The rights and remedies of the Company set forth in this Agreement are not exclusive and are in addition to all other rights and remedies of the Company.
- 29.6 No condition or reservation printed in any letter or other communication from the Supplier shall be incorporated in this Agreement unless agreed in writing by the Company.
- 29.7 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting these Conditions.
- 29.8 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 29.9 The Company and the Supplier agree that nothing in this Agreement is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. No such third party (whether or not in existence at the date of execution of this Agreement) is named or described herein. The parties therefore intend that this Agreement shall expressly exclude the Agreement (Rights of Third Parties) Act 1999 (and any subsequent supplemental or modifying legislation) to the fullest extent permissible at law.
- 29.10 Where the Supplier issues a purchase order/delivery note/invoice to the Company relating to the Products, the Supplier agrees that the terms of such purchase order/delivery note/invoice shall not apply and such purchase order/delivery note/invoice shall be accepted by the Company for the sole purpose of referencing invoices and Purchase Order Numbers.
- 29.11 If an Order governed by these terms is also governed by any other terms provided by the Company and agreed between the parties and there is any conflict or inconsistency between the terms, those of the other agreement shall prevail.
- 29.12 This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.