



**JAGUAR LAND ROVER LIMITED**

**AND AFFILIATES**

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**GLOBAL TERMS AND CONDITIONS  
FOR THE SUPPLY OF NON-PRODUCTION  
GOODS AND RELATED SERVICES**

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**Effective 1 January 2013**

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# Jaguar Land Rover

## **GLOBAL TERMS AND CONDITIONS** **FOR NON-PRODUCTION GOODS AND RELATED SERVICES**

Jaguar Land Rover Limited ("Jaguar Land Rover") and its affiliated companies around the world comprise a global entity whose business activities consist of development, manufacture, marketing and sale of premium motor vehicles and automotive parts. Our mission is to improve continually our products and services to meet our customer's needs. The automotive vehicle market is undergoing constant development. Our customers are constantly raising their requirements with respect to function, quality and safety. Environmental leadership is becoming an increasingly important aspect of customer choice. Thus, constant change and improvement are necessary to be competitive.

Successful relationships with our suppliers are important to us. Our suppliers are an essential part of our team, playing a pivotal role in helping us to consistently deliver quality products to our customers. Jaguar Land Rover and its suppliers agree that every single component must meet or exceed the requirements and expectations of our customers and that greater customer satisfaction is the only way for both Jaguar Land Rover and its suppliers to achieve long-term increased volume, efficiency and profitability. Our suppliers' commitment to quality and willingness to work together are key to Jaguar Land Rover becoming the leading manufacturer of premium cars in the world which will allow each of us to grow our businesses and to provide superior returns to our respective shareholders.

To achieve our mutual goal, we must work together to exceed customer expectations by consistently delivering exciting new products, with high quality and low cost. In view of these goals and objectives, Jaguar Land Rover and its suppliers agree that the following terms and conditions, govern the purchase delivery of goods and services from the supplier to Jaguar Land Rover.

These terms and conditions and associated documents are issued on behalf of that Jaguar Land Rover legal entity (or the Jaguar Land Rover Affiliate) identified on the face of the Purchase Order as "Buyer" and will apply to all orders issued to you as Supplier of goods and services, but excluding engineering services, consultancy services, the supply of off-the-shelf goods and the supply of services solely (the supply of which would be subject to a separate Purchase Order and Buyer's Global Terms and Conditions For Engineering Services; Buyer's Global Terms and Conditions For Consultancy Services, Buyer's Global Terms and Conditions For the Supply of Goods, or Buyer's Global Terms and Conditions For Services (as applicable)). Purchase Orders and other associated purchasing documents will be valid without signature if issued by Buyer through its computer system or other electronic means. The reference to Purchase Order herein shall include a blanket Purchase Order or similar documents issued by Buyer to Supplier and which incorporate these terms and conditions.

### **1. INTERPRETATION**

(a) In these terms and conditions the following words have the following meanings unless inconsistent with the context:

**“Affiliates”**

means Buyer's or Supplier's (as relevant) subsidiaries, its holding company and any subsidiaries of such holding company. A company is a “subsidiary” of another company, its “holding company”, if that other company (whether directly or indirectly):

- (a) holds 50% or more of the voting rights in it, or
- (b) holds 50% or more of the shares or stock in it; or
- (c) is a member of it and has the right to appoint or remove a majority of its board of directors; or
- (d) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company;

<b>“Background IPR”</b>	means the Intellectual Property Rights of either Buyer or Supplier which are in existence as at the Commencement Date or which are developed independently of the Goods and Services;
<b>“Business Day”</b>	means any day other than a Saturday or Sunday or a public or bank holiday in Portugal;
<b>“Business Hours”</b>	means 9.00 a.m. to 5.00 p.m. inclusive on any Business Day;
<b>"Buyer"</b>	means the purchaser of the Goods and Services, as identified on the face of the Purchase Order;
<b>“Commencement Date”</b>	means the date of the Purchase Order;
<b>“Confidential Information”</b>	means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, information in or relating to vehicle model programmes, product plans, business plans, marketing plans, research and development projects or Buyer's finances), know-how, trade secrets and other information in any form or medium of Buyer and/or Buyer's Affiliates, whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) of this information;
<b>“Deliverables”</b>	means all documents, products and materials developed by Supplier and/or its agents, contractors and employees as part of or in relation to the Goods and Services in any form or media including, without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), but excluding the Goods themselves;
<b>“Fees”</b>	means the fees for the Goods and Services as set out in the Purchase Order;
<b>“Force Majeure”</b>	means any cause preventing either Buyer or Supplier from performing any or all of its obligations which arises from or is attributable to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of governmental or supra-national authority, outbreak of hostilities, national emergency, an act of terrorism, riots, civil commotion, fire, explosion, or flood;
<b>“Foreground IPR”</b>	means any Intellectual Property Rights, including without limitation inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable, which arise or are created by Buyer and/or or Supplier (and/or Supplier's sub-contractors) during the term of the Purchase Order and in connection with the Services or as a result thereof;
<b>"Goods"</b>	means the Goods described or referred to in the Purchase Order (or as varied pursuant to a Purchase Order) including as described in a Statement of Work;
<b>“Intellectual Property Rights”</b>	means any patent, utility model, registered design, unregistered design right, copyright (including any right in computer software), database right or topography right and any trade secret, trade mark, service mark, trade or business name, goodwill and rights in confidential information and know-how and any associated or similar rights (whether or not any of these are registered and in all cases including applications for registration of any such thing);

<b>“Person”</b>	includes any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of state or joint venture;
<b>“Purchase Order”</b>	means any purchase order, in Buyer’s standard form, issued by Buyer for the Goods and Services incorporating these terms and conditions;
<b>"Supplier"</b>	means the provider of the Goods and Services, as identified on the face of the Purchase Order;
<b>“Supplies”</b>	means collectively, the Goods, the Services and the Deliverables;
<b>“Services”</b>	means the Services described or referred to in the Purchase Order (or as varied pursuant to a Purchase Order) including as described in a Statement of Work;
<b>"Specification(s)"</b>	means any specification for the Goods, including any related plans and drawings, which is either issued by Buyer or expressly agreed in writing by Buyer in relation to the Goods and referred to in the Statement of Work and/or Purchase Order;
<b>"Statement(s) of Work"</b>	means the statement of work or other document(s) proposal(s) or quotation(s) which either alone or together contain Buyer's requirements, Specification, and/or expected service levels which is either issued by Buyer or expressly agreed in writing by Buyer in relation to the Goods and Services and referred to on the Purchase Order;
<b>“Supplemental Terms”</b>	means Buyer’s supplemental terms which contain specific requirements to address specific services, goods or local market requirements, as issued by Buyer from time to time and available from Buyer on request; and
<b>“Web-Guide(s)”</b>	means Buyer’s web-guides, which contain specific matters such as (but not limited to) taxes, shipping, and environmental, as issued by Buyer from time to time and available from Buyer on request.

- (b) In these terms and conditions, unless the context requires otherwise, the following rules apply:
- (i) headings are inserted for convenience only and shall not affect the interpretation or construction of these terms and conditions;
  - (ii) words in the singular shall include the plural and vice versa;
  - (iii) a reference to Buyer or Supplier includes its personal representatives, successors or permitted assigns;
  - (iv) reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - (v) 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; and
  - (vi) any Buyer Web-Guides or Supplemental Terms and Conditions identified in these terms and conditions shall hereby be incorporated by reference. Copies are available from Buyer, upon request.

## **2. OFFER, ACCEPTANCE**

(a) A Purchase Order is an offer to Supplier by Buyer to enter into the purchase and supply agreement it describes. Supplier's express agreement to a Purchase Order or commencement of work thereunder will constitute acceptance of the offer.

(b) Acceptance is expressly limited to the terms of Buyer's offer. Any modifications or other terms proposed by Supplier are expressly rejected by Buyer and shall not become part of the agreement in the absence of Buyer's

express written acceptance. Any variation to these terms and conditions shall have no effect unless expressly agreed in writing by Buyer and Supplier.

### **3. GOODS AND SERVICES AND OBLIGATIONS OF SUPPLIER**

(a) Supplier will provide the Services and supply the Goods to Buyer upon these terms and conditions, the terms of the Purchase Order, any applicable Web-Guides or Supplemental Terms and the terms of the Statement of Work. In the event of a conflict between the terms of the Purchase Order and/or any Supplemental Terms and/or these terms and conditions and/or the Statement of Work and /or the Web-guides then to the extent of such conflict, the conflict shall be resolved in the following order of priority: (i) the Purchase Order; (ii) the Supplemental Terms (regardless of whether any Supplemental Terms are referenced on the Purchase Order); (iii) these terms and conditions; (iv) the Web-Guides; and (v) the Statement of Work (regardless of whether the Statement of Work is referenced on the Purchase Order).

(b) While providing the Goods and Services Supplier agrees:

- (i) to keep within the costs constraints of the Fees; and
- (ii) to meet all the performance requirements, Specifications, and Deliverables as notified by Buyer from time to time (including, but not limited to any service levels or other requirements detailed in a Statement of Work).

(c) Supplier may use sub-contractors in the supply of the Goods and, upon Buyer's request Supplier shall provide Buyer a written list of the individual sub-contractors who it has engaged.

(d) Supplier agrees that the Services will be provided by employees of Supplier and that Supplier shall ensure that such employees comply with the confidentiality requirements detailed in clause 13(b). If Supplier wishes to use any independent contractors, sub-contractors or agents in provision of the Services it will first provide Buyer written notice listing the independent contractors, sub-contractors or agents who it wishes to engage. If Buyer objects to the use of or identity of any independent contractor, sub-contractor or agent then Supplier shall not appoint such person in relation to the provision of the Services. Supplier must comply with the provisions of this clause 3(d) when making any changes to the identity of the independent contractors, sub-contractors or agents that it wishes to engage.

(e) Supplier shall provide adequate training of its personnel to ensure the Goods are supplied and Services are provided in accordance with these terms and conditions and Supplier shall inform all persons engaged in relation to the supply of the Goods and provision of the Services of relevant legislation and shall ensure that such persons comply with such legislation in relation to the carrying out of their duties.

(f) Supplier agrees to prepare and present to Buyer all reports, presentations and documentation which are requested by Buyer in the format and in the timescales as reasonably stipulated by Buyer. The feedback may include, but not be limited to, the results or findings, recommendations, justifications, confirmation of compliance to Buyer standards and benefits to be derived, both of a technical and commercial nature.

(g) Buyer may, at any time, by way of written notice to Supplier, require any changes to the Goods and/or Services including, but not limited changes to the design (including any drawing, materials and specifications), quantity, place and date of delivery of the Goods or in the Deliverables and/or in relation to the scope, duration or service levels of the Services. If any changes made by Buyer in accordance with this clause affect the cost or timing of delivery of the Goods and/or Services, Buyer and Supplier will negotiate in good faith a reasonable equitable adjustment in the Fees and/or delivery schedules as applicable. Supplier will not make any change to the Goods and/or Services unless done so pursuant to Buyer's express written instructions or Buyer's written approval. The terms of the Purchase Order will thus be varied to the extent of the agreed written amendment. For the avoidance of doubt, Buyer shall not be liable for any increase in the Fees due to a change in the Goods and/or Services unless Buyer has agreed such increase in writing and has amended the Purchase Order to reflect the increase in Fees.

### **4. WARRANTY**

(a) Supplier represents and warrants that it will provide the Services with the experience, diligence, due skill and care expected of an experienced and best practice company in the provision of the type of Services as are within the scope of the Purchase Order (including a Statement of Work), and shall carry out all responsibilities in accordance with recognised professional standards.

(b) Supplier represents and warrants that the outcome or results of the performance of the Services by Supplier or its Affiliates, sub-contractors or agents, including but not limited to any Deliverables, will be of a satisfactory or merchantable quality, fit for purpose and will conform in all respects to any standards, requirements, descriptions or specifications specified by Buyer and with any laws and regulations in force in the countries in which the Services are to be provided.

(c) Supplier represents and warrants that the Goods: (i) will be of good quality and fit for any purpose held out by Supplier or made known to Supplier by Buyer expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgment; (ii) be free from defects in design, material and workmanship and remain so for at least one year or such other longer period as agreed between Buyer and Supplier following the date of delivery; (iii) be suitable for their intended use; and (iv) comply with all applicable laws and regulations in force in the countries where the Goods are to be supplied and/or used by Buyer including but not limited to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

(d) Supplier warrants that the Goods and Services will conform in all respects to any description of the Goods and Services in the Purchase Order, any Statement of Work, any Specifications and any other requirements agreed upon between Buyer and Supplier or as varied by agreement between Buyer and Supplier. Supplier represents and warrants that it is adequately financed to meet all obligations it may be required to meet under the terms of the Purchase Order.

(e) Supplier warrants that it shall observe, comply with and embody in the supply of the Goods and the provision of the Services all relevant legislation (including statutory requirements) and undertake compliance with all relevant codes of practice and conduct, including Portuguese, European and Buyer notified standards in the supply of the Goods and the provision of the Services.

(f) Supplier warrants that it has in place, or will obtain, all necessary consents, approvals, authorisations, licences and permissions to supply the Goods and provide the Services including in relation to any Specification and the provision of any Deliverables as contemplated by the Purchase Order (including these terms and conditions).

(g) The warranties given in these terms and conditions are in lieu of all other warranties, express or implied whether by statute or otherwise relating to the Services and supply of Goods to the fullest extent permitted by law. Supplier warrants that it will use its best efforts to ensure that its systems, equipment and any other item necessary to perform its obligations under the Purchase Order will not be affected by any error, interruption or other adversity (save in the event of any error, interruption or other adversity directly arising due to Buyer's wilful misconduct), and that should any such event occur Supplier can demonstrate that proper contingency actions are in place to ensure that the Goods can be delivered and the performance of the Services are within the terms of the timescales and deadlines for the delivery of the Goods and the provision of the Services.

(h) Supplier's warranty and any rights of Buyer to make a claim under it will be effective even if Buyer has accepted all or a portion of the Goods and/or Services and/or Deliverables.

## **5. DELIVERY**

(a) Supplier will supply the Goods and provide the Services in accordance with the timing and locations notified by Buyer to Supplier, or if no timings are provided, within a reasonable time. In the event that the timing for delivery of the Goods and/or the provision of the Services has not been (or is reasonably likely not to be) met, Supplier shall notify Buyer in writing and Buyer shall, acting reasonably, determine whether an extension to the timing is appropriate. Unless agreed otherwise in writing by Buyer, time shall be of the essence in respect of the delivery of the Goods and provision of the Services.

(b) Supplier will ensure that: (i) the Goods are properly packed and secured in such a manner as to enable them to reach their destination in a fully functioning and undamaged condition; and (ii) it packs, marks and ships the Goods in accordance with all of Buyer's standards (as set out in Buyer's Delivery Terms Web-Guide or as may otherwise be notified to Supplier by Buyer from time to time).

(c) Supplier agrees that it shall supply the Goods in accordance with the delivery terms as set out in Buyer's Delivery Terms Web-Guide.

(d) Buyer may, at any time, change or temporarily suspend the supply of the Goods and/or the provision of the Services (or part thereof) in any Purchase Order or shipment release or other written instructions issued by Buyer upon notice to Supplier.

(e) Supplier shall not deliver the Goods in instalments without Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments they may (at Buyer's sole option) be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or any defect in any one instalment shall entitle Buyer to the rights set out in clause 6.

## **6. FAILURE TO DELIVER OR NON-CONFORMING GOODS OR SERVICES**

(a) If Supplier fails to deliver the Goods or perform the Services by the applicable dates specified in the Purchase Order or Statement of Work, or as otherwise notified to Supplier by Buyer, or if Supplier does not comply with the warranties set out in these terms and conditions, Buyer shall, without limiting its other rights or remedies, have one or more of the following rights (to be exercised in Buyer's sole discretion):

- (i) to terminate the Purchase Order with immediate effect by giving written notice to Supplier;
- (ii) to reject the Goods (in whole or in part) and return them to Supplier at Supplier's own risk and expense;
- (iii) to require Supplier to promptly repair or replace the rejected Goods, at no additional charge to Buyer, or, at Buyer's option, to provide a full refund of the price of the rejected Goods (if paid);
- (iv) to require Supplier to promptly re-perform the Services, at no additional charge, as soon as reasonably practicable upon receipt of Buyer's request;
- (v) to refuse to accept any subsequent delivery of the Goods or any subsequent performance of the Services (as applicable);
- (vi) to recover from Supplier any costs incurred by Buyer in obtaining substitute Goods and/or Services from a third party, or having a third party repair the Goods;
- (vii) to claim damages for any additional costs, losses or expenses incurred by Buyer which are in any way attributable to Supplier's failure to meet such dates or comply with such warranties; and/or
- (viii) where Buyer has paid in advance for any Goods and/or Services that have not been provided by Supplier, to have such sums immediately refunded by Supplier.

(b) These terms and conditions (and the terms of the Purchase Order) will apply to any substitute or replacement Goods and/or Services provided by Supplier.

## **7. TITLE, RISK AND NO LIEN**

(a) The Goods and Deliverables shall remain at the risk of Supplier until delivery of the Goods and Deliverables pursuant to clause 5 above, whereupon risk in, and unencumbered title to, the Goods shall pass to Buyer.

(b) Supplier agrees that it shall not retain any lien on or over the Goods or Deliverables (or any part thereof) .., and to the extent that any lien is implied under law, Supplier hereby waives any and all rights to enforce any such lien on or over the Goods or Deliverables (or any part thereof). For the avoidance of doubt the Supplier is not prevented to execute a right of retention of the Goods provided the legal requirements for such execution are met.

## **8. INSPECTION AND AUDIT**

(a) If requested by Buyer, Supplier will permit Buyer (which, for purposes of this clause 8 includes its authorised representatives), during the term of the Purchase Order and for a period of 7 years following the later of the last delivery of the Goods and Services and the date of the final payment to Supplier under the Purchase Order. to:

- (i) examine and copy all pertinent documents, data and other information relating to the Goods and Services, Supplier's obligations under the Purchase Order, any payment made to Supplier or any claim made by Supplier;
- (ii) view any facility or process relating to the Goods and/or Services or the Purchase Order, including those relating to production quality; and
- (iii) audit any facility or process to determine compliance with the requirements of the Purchase Order.



(b) Any examination under this clause 8 will be conducted during normal Business Hours and upon advance written notice to Supplier. If requested by Buyer, Supplier will use its best efforts to permit Buyer to obtain from the sub-contractors of, and vendors to, Supplier the information and permission to conduct the reviews specified in this clause 8, regardless of any other right Buyer may have to that information or facility.

## **9. RECORDS AND DELIVERABLES**

While performing the Services, Supplier and its employees and agents will develop the Deliverables and deliver the Deliverables to Buyer under the terms of the Purchase Order. Supplier will keep a copy of the Deliverables and any and all pertinent records related to the Goods and/or Services, including, documents, data and other written information for at least 7 years following the later of the last delivery of the Goods and Services or the date of the final payment to Supplier under the Purchase Order. Upon Buyer's request, Supplier will then either, return all copies of the Deliverables and records to Buyer or, at Buyer's request, destroy them (and provide a certificate signed by Supplier's Managing Director that such destruction has taken place). Supplier shall keep all Deliverables and records strictly confidential, in accordance with the terms and conditions of the Purchase Order. Notwithstanding the foregoing, unless prevented from doing so due to binding and written confidentiality restrictions in place with a third party, Supplier shall promptly provide Buyer with any Deliverables and true and accurate copies of any information and records, as may be requested by Buyer from time to time.

## **10. FEES, INVOICING AND PAYMENT**

(a) In consideration of the supply of the Goods and provision of the Services by Supplier, Buyer shall pay the Fees as detailed in the Purchase Order. Buyer will not be obligated to pay Supplier for any fees or charges in excess of the Fees unless such fees and charges have been approved in advance and in writing by Buyer's authorised signatories and reflected in the value of the Purchase Order.

(b) Supplier will invoice Buyer for all Goods and Services provided and for any pre-authorised business expenses in accordance with Buyer's Payment Terms Web-Guide. If any item or any part of an item shown on an invoice rendered by Supplier is subject to a bona fide dispute or question by Buyer then Buyer shall be entitled to withhold payment of that invoice until such dispute or question has been resolved.

(c) Invoices will accurately document the Goods and/or Services provided during the invoice period and will include such supporting documentation as may be reasonably requested by Buyer to establish the extent to which Goods and/or Services have been supplied or rendered.

(d) Buyer will pay all applicable transaction taxes and VAT (collectively "Tax") submitted in a timely manner in accordance with the terms of the Purchase Order. Supplier will separately state Tax on all its invoices and supporting documentation. Supplier is responsible for submitting accurate information required to determine and calculate Tax. Buyer will not be responsible for penalties, interest or fees imposed on Supplier as a result of incorrect calculation or billing of Tax. Supplier will, upon Buyer's request, provide documentation to support the billing and recovery of Tax paid. If so registered, Supplier must provide details of VAT registration numbers to Buyer.

## **11. INTELLECTUAL PROPERTY RIGHTS**

(a) Each of Buyer and Supplier and/or its Affiliates shall retain its rights in its Background IPR.

(b) Supplier shall grant and hereby grants Buyer a non-exclusive, royalty-free, worldwide licence to use or otherwise freely exploit its Background IPR and to grant sub-licences to any third parties to the extent that such Background IPR may hinder or prevent: (i) the supply of the Goods or otherwise limit Buyer's freedom to use the Goods as it sees fit or; (ii) the performance of the Services or otherwise limit Buyer's freedom to exploit the results of the Services (including, but not limited to the Deliverables).

(c) Buyer shall grant and hereby grants Supplier a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit its Background IPR, including the right to make or use products or services incorporating the Background IPR, for the sole purpose of performing the Services and supplying the Goods. Any licence so granted shall not include the right to sell products or services incorporating the Background IPR to any third parties, nor to sub-license the Background IPR to any third parties, except as strictly required to enable any sub-contractors to supply Goods and/or provide Services, or with the express prior written consent of Buyer.

(d) In the event that Foreground IPR (including without limitation Deliverables, inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable) arises or is created during the term of the Purchase Order and in connection with the Goods and/or Services or as a result thereof whether by Buyer or Supplier individually or jointly by Buyer and Supplier, it is hereby acknowledged and agreed that all such Foreground IPR, the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country, and all Intellectual Property Rights and other rights arising therefrom, shall be the sole and absolute property, in equity and law, of Buyer.

(e) Buyer shall grant and hereby grants Supplier a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit the Foreground IPR, including the right to make or use products or services incorporating the Foreground IPR, for the sole purpose of performing the Services and supplying the Goods. Any licence so granted shall not include the right to sell products or services incorporating the Foreground IPR to any third party nor to sub-licence the Foreground IPR to any third parties except with the express prior written consent of Buyer.

(f) Supplier shall promptly notify Buyer of the creation of any and all Foreground IPR promptly following its coming into existence and shall provide full details of same to Buyer. Such details shall include all information including know-how necessary to adequately protect the Foreground IPR. Supplier shall provide such assistance, and undertake such acts, as reasonably requested by Buyer in order to ensure that full title to all Foreground IPR vests in Buyer.

(g) Notwithstanding anything in clause 11(f) above, on termination of the Purchase Order for any reason whatsoever, Supplier shall at its expense do and execute and shall procure that its employees and any sub-contractor and its employees engaged in the provision of the Goods and/or Services execute any further thing or document as may be required by Buyer to give effect to clause 11(d).

(h) Buyer shall bear full and sole responsibility (including costs) for the filing, prosecution and maintenance of applications for the protection of the Foreground IPR.

(i) In relation to Intellectual Property Rights Supplier warrants that:

(i) it does not hold any rights under any Intellectual Property Rights (other than its Background IPR) which may directly or indirectly hinder or prevent the performance of the Services or provision of the Goods or otherwise limit Buyer's freedom to exploit the results of the Services or use of the Goods;

(ii) there are no Intellectual Property Rights (other than its Background IPR) which would be infringed or misused by the performance of the Services or the exercise or exploitation of the results of the Services or use of the Goods; and

(iii) it is able to provide the Services and supply the Goods for use by Buyer without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Services and provide the Goods without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking.

(j) For the avoidance of doubt, it is hereby acknowledged and agreed that the Fees include any and all costs as may be incurred in procuring the right to use or otherwise exploit the Intellectual Property Rights of any third party to the extent that such third party rights are used or included in the provision of the Goods and Services or the results of the Goods and Services and which may directly or indirectly hinder or prevent (i) the performance of the Services, or the exercise or exploitation of the results of the Services; or (ii) the Supply of the Goods or otherwise limit Buyer's and its Affiliates freedom to use the Goods.

(k) All Deliverables shall be owned by Buyer, and shall be considered work made by Supplier as agent for Buyer. Buyer shall have all right, title and interest, including but not limited to all right to obtain copyright, patents or other protections, in and to such Deliverables and any works used as a basis for creating such Deliverables. Neither Supplier, its Affiliates or its sub-contractors or any other party who has copyright to any works comprising any Deliverables, shall object to modification and/or translation of the Deliverables by Buyer.

(l) Allocation of ownership to the right to file the applications referred to in clause 11(h), and any Intellectual Property Rights arising therefrom if granted and any other intangibles referred to in clause 11(h) among Buyer and its Affiliates shall be in accordance with the terms of the Purchase Order (including these terms and conditions).

(m) Nothing in these terms and conditions shall be construed as conferring upon Buyer or Supplier a right to use in the course of trade or apply any trade mark, trade name or design of the other, whether now existing or created subsequently to the Commencement Date unless written permission is given by the other. Any user rights so granted must be subject to a separate trade mark licence agreement upon the terms to be agreed between Buyer and Supplier.

## **12. INFRINGEMENT OF INTELLECTUAL PROPERTY**

(a) Supplier shall defend, indemnify, keep indemnified and hold harmless Buyer and its Affiliates, their respective officers, directors and employees, in full against all losses, liability, damages, costs and all expenses, including reasonable attorney fees and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging infringement of any Intellectual Property Rights in connection with the Goods and Services subject to the following conditions:

- (i) Buyer shall promptly notify Supplier in writing of any such claim or alleged claim of which it has notice and shall not make any admissions without the prior written consent of Supplier;
- (ii) Buyer, at the expense of Supplier, shall allow Supplier to conduct and settle all negotiations and litigation resulting from any such claim provided that such settlement is not likely to have a negative impact on Buyer's reputation;
- (iii) at all times in relation to the claim Buyer shall, at Supplier's cost, act in accordance with the reasonable instructions of Supplier and at the request of Supplier afford all reasonable assistance with all negotiations and litigation; and
- (iv) any legal costs awarded to Buyer as a result of any litigation in relation to the claim are to be for the account of Supplier and if paid to Buyer shall to the extent incurred by Supplier be paid without deduction by Buyer to Supplier promptly after receipt by Buyer.

(b) In the event that Supplier is involved in a claim or alleged claim of which it has notice with a third party in connection with Intellectual Property Rights relating to the Goods and/or Services Supplier shall promptly notify Buyer in writing, providing full details of the claim or alleged claim.

## **13. CONFIDENTIALITY**

(a) Supplier acknowledges that in providing the Goods and Services hereunder, it may receive or have access to Confidential Information. In particular, any Statement of Work provided by Buyer (including drawings, test data and specifications (including the Specification) developed in whole or in part by Buyer) and any Deliverables created by Supplier shall be Confidential Information of Buyer. In addition, all information which Supplier or its Affiliates or any of its employees, agents or sub-contractors has access to in providing the Goods and Services at Buyer's facilities shall be presumed to be Confidential Information. All Confidential Information shall be kept strictly confidential by Supplier, regardless of whether such information is marked as "confidential."

(b) Supplier agrees that it shall use at least the same degree of diligence to protect the Confidential Information as it uses to protect its own confidential and sensitive information (being no less than a reasonable level of diligence). Supplier will not disclose any Confidential Information to anyone except to those employees, agents or sub-contractors of Supplier who need access to the Confidential Information in order to provide the Goods and/or Services and who are bound by conditions of secrecy in respect of such Confidential Information which are not less strict than those imposed on Supplier under these terms and conditions (which Supplier shall, at Buyer's request, diligently enforce at Supplier's expense). Supplier agrees that it will not use any Confidential Information for any purpose other than provision of the Goods and Services. In particular Supplier shall not use any Confidential Information in providing goods or services to any other customer of Supplier.

(c) The obligations of confidentiality shall not apply to Confidential Information where:

- (i) the Confidential Information is, or becomes (other than through a breach of these terms and conditions or other confidentiality obligations in place) generally known to the public; or
- (ii) the Confidential Information is proven by documentary evidence to have been developed independently by Supplier without reference to any Confidential Information; or
- (iii) the Confidential Information was rightfully received in good faith by Supplier without obligation of confidentiality from a third party; or
- (iv) disclosure is required by law, provided that (where reasonably practicable to do so) the disclosing party gives the non-disclosing party prompt written notice of the request for disclosure, cooperates with the non-

disclosing party in obtaining protective order or other remedy, and discloses only that portion of the confidential information which it is legally compelled to disclose.

#### **14. PERSONALLY IDENTIFIABLE INFORMATION**

(a) In so far as Supplier processes or uses any PII (where "PII" shall have the meaning given to it in the PII Supplement) on behalf of Buyer in performing the Services and/or supplying the Goods, or alternatively, has access to any PII whilst performing the Services or supplying the Goods, Supplier shall act strictly in accordance with the provisions of the Personally Identifiable Information (PII) / Personal Data Supplemental Terms and Conditions ("**PII Supplement**") and, at Buyer's request, enter into Buyer's standard form Data Processing Agreement.

(b) Supplier shall defend, indemnify, keep indemnified and hold harmless Buyer and its Affiliates, their respective officers, directors and employees, in full against all losses, liability, damages, costs and all expenses, including reasonable attorney fees and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging a breach by Supplier, its Affiliates, sub-contractors or personnel of: (i) any applicable privacy and data protection laws; (ii) this clause 14; or (iii) the PII Supplement.

#### **15. TERM AND TERMINATION**

(a) The term of the Purchase Order shall commence on the Commencement Date, and subject to earlier termination or extension in accordance with the provisions of these term and conditions, shall continue for the period as set out on the face of the Purchase Order or the Statement of Work (as appropriate) and if no term is set out on the Purchase Order or Statement of Work, shall continue until the later of: (i) the date that the Goods are delivered to the Buyer in accordance with the terms of the Purchase Order; (ii) the date that all of the Deliverables have been accepted by the Buyer; or (iii) the date that the Services have been completed in accordance with the terms of the Purchase Order.

(b) Without prejudice to any other right or remedy that Buyer may have against Supplier, it shall have the right to terminate the Purchase Order in whole or in part, with or without cause, and without any liability for such termination, upon at least seven days' written notice to Supplier.

(c) Buyer may by notice in writing to Supplier forthwith terminate the Purchase Order in the event of:

- (i) any material breach or persistent breach of Supplier's obligations under the Purchase Order and, where the breach is capable of remedy, Supplier fails to remedy the breach within five days after service of a written notice from Buyer requiring it to be remedied;
- (ii) Supplier suspends payment of its debts or is in an insolvency situation, as determined by Article 3 of the Portuguese Insolvency and Corporate Recovery Code, or by any legal provision which substitutes it. This would include, but not limited to, where a natural person, is unable to pay their debts as they fall due or, where a legal entity's liabilities clearly exceed its assets.
- (iii) Supplier becomes insolvent, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile; or
- (iv) Supplier undergoes any change in its ownership or disposes of all or a substantial part of its business or assets (other than for the purposes of a legitimate reorganisation) without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed (acknowledging that it would be reasonable for Buyer to withhold such consent if it does not receive adequate evidence of Supplier's ability to continue to perform its obligations in accordance with the terms of the Purchase Order).

(d) Upon receipt of any termination notice, Supplier shall discontinue the provision of the Services and/or supply of the Goods (in accordance with the termination notice) on the date stated in such notice.

(e) Without prejudice to clause 15(c), upon termination of the Purchase Order, Supplier shall be paid the amount due for the finished Goods that have been delivered and which comply with the terms of the Purchase Order and/or Services that have been performed to an acceptable standard (as determined by Buyer in its reasonable discretion) prior to the date of termination; and should Buyer (in its sole discretion) request the delivery of any finished Goods (that have not yet been delivered) or any unfinished Goods, Supplier shall be paid a reasonable amount for such finished Goods or unfinished Goods (as determined by Buyer in its reasonable discretion). In addition, Buyer will reimburse those reasonable expenses of Supplier which were approved in advance by Buyer and which were properly incurred prior to termination. To the extent permitted by law, Buyer will not be liable

for any other costs, expenses, damages or claims of any sort resulting from termination of the Purchase Order, including any indirect damages or consequential loss or for (whether direct or indirect) pure economic loss, loss of profits and loss of business or loss of savings, howsoever caused.

(f) Upon termination or expiry of the Purchase Order, or upon the request of Buyer, Supplier will surrender to Buyer all copies of Confidential Information which are then in Supplier's possession or control in relation to the Goods and Services and all Statements of Work, Deliverables, memoranda, notes, records, drawings, manuals, software, data held on any electronic device, and all other materials which are the property of Buyer or its Affiliates or which contain information which is confidential or proprietary to Buyer or its Affiliates.

(g) Upon receipt of the notice of termination, Supplier, unless otherwise directed by Buyer, will, at Buyer's sole option:

- (i) terminate promptly all work under a Purchase Order;
- (ii) transfer title and deliver to Buyer the finished work, finished Goods, the work in process, unfinished Goods, finished and/or draft Deliverables, and the materials which Supplier produced or acquired in accordance with a Purchase Order, and which Buyer agrees to acquire pursuant to clause 15(e);
- (iii) verify/settle all claims by sub-contractors for actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Supplier's possession or control is ensured;
- (iv) take actions reasonably necessary to protect property in Supplier's possession or control in which Buyer has an interest until disposal instruction from Buyer has been received; and/or
- (v) upon Buyer's reasonable request, cooperate with Buyer in effecting orderly resourcing of the Goods and/or Services (as applicable) to a different supplier whilst minimising any disruption to Buyer's business.

(h) Termination of the Purchase Order, however arising, shall not affect Buyer's or Supplier's rights, remedies, obligations or liabilities that have accrued up to termination.

## **16. FORCE MAJEURE**

(a) Neither Buyer nor Supplier shall be deemed to be in breach of a Purchase Order for any failure or delay in performing its obligations under the Purchase Order due to a Force Majeure event.

(b) If Buyer's or Supplier's performance of its obligations under the Purchase Order is affected by a Force Majeure event, then:

- (i) it shall give written notice to the other, specifying the nature and extent of the Force Majeure event, within two (2) Business Days of becoming aware of the Force Majeure event and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure event;
- (ii) the date for performance of such obligation shall be deemed suspended but only for a period which shall not be longer than the delay caused by such event; and
- (iii) it shall not be entitled to payment from the other in respect of extra costs and expenses incurred by virtue of the Force Majeure event.

(c) If an event of Force Majeure causes Supplier to be unable materially to comply with any of its obligations under the Purchase Order, Supplier shall, at its own cost, take such steps as to mitigate the effects of the Force Majeure event and Supplier and Buyer shall agree such terms as are appropriate for the continued performance of the Services and/or supply of the Goods (as applicable). If no such terms are agreed within five (5) Business Days of the commencement of the event of Force Majeure (or such longer period as Buyer and Supplier may agree in writing), Buyer may, by giving written notice to Supplier, forthwith terminate the Purchase Order.

## **17. INDEMNITY AND INSURANCE**

(a) Supplier shall indemnify, keep indemnified and hold harmless Buyer and its Affiliates and their respective officers, directors and employees, in full against all losses, liability, damages, costs, claims and all expenses, including reasonable legal fees and expert fees, arising directly out of Supplier's performance of the Services and/or supply of the Goods (or lack thereof) or from Supplier's breach of the terms of the Purchase Order (including these terms and conditions), including claims, actions or legal proceedings alleging:

- (i) death, personal injury or property damage; or
- (ii) any design or defect within the content of the Deliverables; or
- (iii) any defect in the design, workmanship or manufacture of the Goods; or

(iii) any violation by Supplier of any law, rule or regulation applicable to Supplier or Supplier's business, facilities or operations, including in relation to the supply of the Goods and/or the provision of the Services; or  
(iv) any act or omission of Supplier or its employees, agents or sub-contractors in supplying the Goods and/or providing the Services or producing the Deliverables, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials.

(b) Neither Supplier nor Buyer shall be liable to the other for any indirect losses arising out of its breach of the terms of the Purchase Order. Notwithstanding the foregoing, nothing under the terms of the Purchase Order shall exclude Buyer or Supplier's liability for: (i) death or personal injury arising from its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any other losses which may not be excluded by law.

(c) Upon receipt of a written request from Buyer, Supplier shall, at its sole expense, provide Buyer with reasonable access to documents, records and witnesses in connection with Buyer's defence and resolution and resolution of any claim, action or legal proceedings referred to in clause 17(a) above.

(d) Buyer may, in its sole discretion, require Supplier to defend and resolve any claim, action or legal proceedings referred to in clause 17(a) above. In the event that Buyer so requires, Supplier shall absorb all loss, liability, damages, costs and all expenses, including reasonable legal fees and expert fees, in connection with such defence.

(e) Supplier shall at all times insure and keep itself adequately insured with a reputable insurance company against all insurable liability in connection with the Goods and Services and, in particular, against all its liabilities under the Purchase Order and against the consequences of any act or default of Supplier's, Supplier's Affiliates and sub-contractors' employees whilst on the premises of Buyer (or Buyer's Affiliate) and shall, on request, provide Buyer with such evidence of insurance as Buyer may reasonably require. Supplier shall provide all reasonably practicable assistance required by Buyer or its insurers for the purposes of contesting or dealing with any action, claim or matter arising out of Supplier's performance of the Purchase Order or failure to perform. Without prejudice to Supplier's other obligations in this clause 17, Supplier shall arrange Public Liability insurance with reputable insurers, in its own name against the risk assumed under this clause 17 to a value of not less than £5,000,000 (references to pounds shall be understood as made to euros, after applying the pounds sterling/euro exchange rate published by the European Central Bank, for the date of acceptance of these terms and conditions).

(f) Supplier shall co-operate as far as reasonably practicable with Buyer and its Affiliates in defending any actions or claims brought against Buyer or its Affiliates. Such co-operation shall include, but not be limited to, providing documents, drawings, computer files or other materials reasonably requested by Buyer or its Affiliates, and providing any other support reasonably requested by Buyer, its Affiliates or Buyer's professional advisers.

(g) Without prejudice to clause 17(e), Supplier shall arrange suitable and adequate professional indemnity insurance and product liability insurance in its own name and it shall maintain such insurance cover with internationally recognised reputable insurers and such insurance cover shall include defending litigation outside its local jurisdiction (including, but not limited to, within the United States of America).

(h) Neither Buyer nor its Affiliates shall be liable for any costs, loss or damage, liabilities, injuries, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business and like loss) to property or stock of Supplier howsoever caused. Further, Buyer and its Affiliates shall not be responsible for death, injury or illness which may be sustained by any employee, agent, sub-contractor, invitee or licensee of Supplier or for any loss, damage or destruction to the property of any such employee, agent, sub-contractor, invitee or licensee or operations of Supplier unless directly due to the negligent act or wilful default of Buyer or its Affiliates.

## **18. RIGHT OF SET-OFF**

Supplier and Buyer agree that all their accounts will be administered on a net settlement basis and that Buyer and Supplier may set off and recoup debits and credits in accordance with the applicable law, against any of Buyer or Supplier's accounts regardless of the basis for such debits or credits and without additional notice. In this clause 18 "Buyer" includes Buyer's Affiliates, and "Supplier" includes Supplier's Affiliates.

**19. WAIVER AND REMEDIES**

No delay or omission by Buyer or Supplier in exercising the right or power it has pursuant to the terms of the Purchase Order shall impair or be construed as a waiver of such right or power. No waiver of any breach of any provision of the Purchase Order (including these terms and conditions) shall constitute a waiver of any other breach of such or any other provision. Remedies available to Buyer or Supplier in relation to the Purchase Order shall be cumulative and additional to any other or further remedies implied or available at law, in equity or contained in these terms and conditions.

**20. ENTIRE AGREEMENT**

The Purchase Order, these terms and conditions, any Buyer Supplemental Terms and Conditions or Web-Guides, any Specification, any Statement of Work, and any documents referred to on the Purchase Order set forth the entire and only agreement and understanding between Buyer and Supplier relating to the supply of the Goods and provision of the Services as detailed in the Purchase Order and, save in respect of fraudulent misrepresentation, supersedes all negotiations, commitments and representations made prior to the date of acceptance of the Purchase Order.

**21. ASSIGNMENT AND SUB-CONTRACTING**

(a) The rights and obligations under the Purchase Order or the Purchase Order itself, either in whole or in part, shall not be assigned or transferred by Supplier without the prior written consent of Buyer.

(b) Where Supplier sub-contracts the provision of the Goods (or part thereof) pursuant to clause 3(c) or becomes entitled to sub-contract the provision of the Services in accordance with clause 3(d), Supplier shall, before engaging any sub-contractors, enter into confidentiality obligations with such sub-contractors which are not less strict than as imposed on Supplier under these terms and conditions (which Supplier shall, at Buyer's request, diligently enforce at Supplier's expense). Where Supplier engages sub-contractors, Supplier shall remain fully responsible and liable for the supply of the Goods and Services and the acts and omission of its sub-contractors.

**22. PARTNERSHIP**

Nothing contained in the Purchase Order, and no action taken by Buyer or Supplier pursuant to the Purchase Order, will be deemed to constitute a relationship between Buyer or Supplier of partnership, joint venture, principal and agent or employer and employee. Neither Buyer nor Supplier has, nor may it represent that it has, any authority to act or make any commitments on the other's behalf.

**23. BASIC WORKING CONDITIONS AND EMPLOYMENT STATUS**

(a) When Supplier supplies the Goods and provides the Services Supplier will not: (i) use forced labour, regardless of its form; (ii) employ any person below the age of 15, unless it is part of a government approved job training apprenticeship or other program that would be clearly beneficial to its participants; or (iii) engage in physically abusive disciplinary practices.

(b) If Supplier retains sub-contractors to perform the Goods and Services, or any part thereof, Supplier will use only sub-contractors that will adhere to the requirements of clause 23(a) above. Supplier will monitor the sub-contractor's compliance.

(c) Buyer has adopted a *Code of Basic Working Conditions* that includes the requirements of clause 23(a) and other work-place practices. The Code applies to all of Buyer's operations. The Code can be found via Buyer's Social Responsibility Web-Guide or by contacting Buyer directly. Supplier is encouraged to adopt and enforce a similar code of practice and to have its sub-contractors do so.

(d) Buyer may retain an independent third party, or request Supplier to retain one reasonably acceptable to Buyer, to: (i) audit Supplier's compliance with the requirements of this clause 23; and (ii) provide Supplier and Buyer with written certification of Supplier's compliance, including areas for potential improvement.

(e) Supplier will bear the cost of any third-party audit and certification, regardless of which party retained the auditor. Buyer, at its sole option, may accept an audit or certification by Supplier in lieu of a third-party certification.

#### **24. COMPLIANCE WITH ANTI-BRIBERY LAWS**

(a) Supplier shall: (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”); (ii) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements; (iii) comply with Buyer's Anti-bribery and Gifts Policies as notified to the Supplier, in each case as Buyer may update them from time to time (the “**Relevant Policies**”); (iv) have and shall maintain in place throughout the term of the Purchase Order its own policies and procedures, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; and (v) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Purchase Order.

(b) Supplier shall ensure that any person associated with the Supplier (including any subcontractor) who is performing services or providing goods, software, data, information or other materials in connection with the Purchase Order does so only in compliance with the Relevant Requirements and the Relevant Policies (together the “**Relevant Terms**”). Supplier shall be responsible for the observance and performance of the Relevant Terms by such persons and shall be directly liable to Buyer for any breach by such persons of any of the Relevant Terms.

#### **25. SEVERABILITY**

If any court of competent jurisdiction finds any term or condition to be unenforceable or invalid in whole or in part, such finding shall not affect the validity of the other provisions or the remainder of the provision in question. If any invalid, unenforceable or illegal provision of the Purchase Order would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **26. PUBLICITY**

If Supplier wishes to publicly disclose the existence of its relationship with Buyer in relation to the provision of the Goods and/or Service then Supplier shall not do so without the express prior written consent of Buyer to the form and manner of each such disclosure. Where Buyer has given such consent then Buyer, in its sole discretion, reserves the right to withdraw such consent at any time upon notice to Supplier.

#### **27. SURVIVAL**

Any terms and conditions above relating to warranties, indemnification, Intellectual Property Rights, infringement, confidentiality, assignment, governing law and dispute resolution shall survive the expiration or termination of the Purchase Order for any reason whatsoever. For the avoidance of doubt clauses 1, 4, 5, 6, 7, 8, 9, 10(d), 11, 12, 13, 14, 15, 17, 18, 25, 26, 27, 28, 29, 30 and 31 shall survive termination or expiry of the Purchase Order.

#### **28. NOTICES**

(a) Any notice, demand or communication in connection with the Purchase Order will be in writing and may be delivered by hand, priority post, registered post, Special Delivery post, Airmail, international courier or facsimile (but not by e-mail), addressed to the recipient at its registered office or its address, or facsimile number as the case may be. Notices to be sent to Buyer shall be marked for the attention of The Directors (“Gerência”).

(b) The notice, demand or communication will be deemed to have been duly served:

(i) if delivered by hand, at the time of delivery;

(ii) if delivered by priority post or Special Delivery post or international courier, 48 hours after being posted (or delivered to the international courier) or in the case of Airmail 10 Business Days after being posted;



(iii) if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by priority post, registered post, Special Delivery post, Airmail or international courier to the other party within 24 hours after transmission;  
provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

**29. THIRD PARTY RIGHTS**

(a) Unless otherwise agreed by Buyer, Buyer's Affiliates may, at its/their own option, benefit from the Goods and Services and rely on the Deliverables provided by Supplier.

(b) Save as in respect of Buyer's Affiliates, Buyer and Supplier do not intend that any term of the Purchase Order should be enforceable by any person other than Buyer and Supplier.

**30. BAILED PROPERTY**

Supplier bears all responsibility for loss of, theft of and damage to any property owned by Buyer and in Supplier's possession or control for use in performing a Purchase Order, including responsibility for loss and damage which occurs (howsoever caused) despite Supplier's exercise of reasonable care, but excluding normal wear and tear. Supplier will: (i) properly house and maintain such property on Supplier's premises; (ii) prominently mark it as the property of Buyer; (iii) refrain from commingling it with the property of Supplier or with that of a third party save as required to do so in order to perform the Services and supply the Goods; (iv) adequately insure such property against loss or damage; and (v) not move it to another location whether owned by Supplier or a third party, without the prior written consent of Buyer, except in the case of an emergency, Supplier may move such property provided that it gives Buyer notice that the property has been moved and the location of the property as soon as reasonably practicable. Buyer will have the right to enter Supplier's premises at reasonable times to inspect such property and Supplier's records pertaining thereto. Where permitted by law, Supplier waives any lien that Supplier might otherwise have on any of Buyer's property for work done thereon or otherwise. Supplier will assign to Buyer any claims Supplier has against third parties with respect to Buyer's property. Upon request, Supplier immediately will make such property available for collection by Buyer (or its representatives) and, at Buyer's request, Supplier shall load such property onto vehicles used by Buyer's carrier to transport such property. Supplier will cooperate with Buyer's collection of the property from Supplier's premises.

**31. DISPUTE RESOLUTION**

(a) Buyer and Supplier will act in good faith and use all reasonable endeavours to resolve any disputes or claims that may arise in connection with the Purchase Order between themselves through their respective managers.

(b) In the event that the representatives of Buyer and Supplier fail to resolve any dispute within 10 Business Days of either Buyer or Supplier serving a notice in writing to the other that a matter is in dispute (a "Dispute Notice"), the matter shall be escalated within a further 5 Business Days to the relevant director of Buyer and of Supplier or anyone directly delegated by those individuals to resolve matters.

(c) If the negotiations referred to in clause 31(b) above should fail to resolve the dispute within 28 days of service of the Dispute Notice, then either Buyer or Supplier may seek legal redress through the non-exclusive jurisdiction of the Portuguese courts. Neither Buyer nor Supplier shall be prevented, by any of these terms and conditions, from applying at any time to the Portuguese or other appropriate courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

(d) In the event of Buyer and Supplier entering into the dispute resolution procedure then, unless Buyer or Supplier agree otherwise in writing, in no circumstances should the provision of the Goods and Services be interrupted or delayed by the dispute.

(e) The laws of Portugal shall apply to the Purchase Order (including these terms and conditions).

(f) These terms and conditions have been drafted in the English language and any translation is furnished solely for your convenience. If a conflict exists between the English language version and the translated version, the English language version shall be binding and take precedence over the translated version.

**\*\* DOCUMENT ENDS\*\***

**PII SUPPLEMENT**  
**PERSONALLY IDENTIFIABLE INFORMATION (PII) / PERSONAL DATA**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

These terms and conditions supplement the Jaguar Land Rover Limited and Affiliates Global Terms and Conditions (“**Global Terms**”) referred to on the Purchase Order issued to you in respect of the goods and/or services that you are providing pursuant to such Purchase Order.

**Definitions**

Defined terms used in these Supplemental Terms shall have the meaning as defined in the Global Terms, unless otherwise specified. In these Supplemental Terms, the following words shall have the following meanings:

- “Data Controller”** has the meaning set out in the Privacy and Data Protection Requirements.
- "Data Subject"** has the meaning set out in the Privacy and Data Protection Requirements.
- "EEA"** means all countries which are, from time to time, members of the European Union and (where not such members) the UK, Norway, Iceland and Liechtenstein.
- "Personal Data"** has the meaning set out in the Privacy and Data Protection Requirements in relation to any which is Processed by or on behalf of the Supplier in relation to the Purpose and these Supplemental Terms, including such personal data as may be set out in any Statement of Work.
- “Privacy and Data Protection Requirements”** Means, the Electronic Communications Data Protection Directive (2002/58/EC), the Information Society Services and Electronic Commerce Act (34/2002), the Data Protection and Guarantee of Digital Rights Act (2018), the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance notes and codes of practice issued by the Portuguese Data Protection Authority (or any other relevant supervisory authority), and the equivalent of any of the foregoing in any relevant jurisdiction.
- "Processing"** has the meaning set out in the Privacy and Data Protection Requirements.
- “Purpose”** means the performance of the Purchase Order, as more particularly set out in the Appendix.
- "Security Requirements"** means the data security requirements prescribed by the Privacy and Data Protection Requirements, including those set out in the Appendix to these Supplemental Terms, namely (but without prejudice to the foregoing) that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- “Statement of Work”** means the statement of work, engineering statement of work or other document(s), proposal(s) or quotation(s) which either alone or together contain Buyer’s requirements, specifications and/or expected service levels which is either issued by Buyer or expressly agreed in writing by Buyer in relation to the goods/services being provided by Supplier to Buyer and referred to on the Purchase Order, pursuant to which Personal Data will be Processed.
- “Subcontractor(s)”** means any subcontractor as set out in the Appendix to these Supplemental Terms (if applicable) or approved by Buyer in writing from time to time.
- “Supplier Personnel”** means those employees, staff, workers, agents, consultants or such other person or persons who are assigned by Supplier or a Subcontractor from time to time to the performance of provision of goods and/or services under a Purchase Order.
- “Territory”** means the territory/ies set out in the Statement of Work or as otherwise agreed in writing by Buyer.

**SUPPLEMENTAL TERMS**

## 1 CONDITIONS OF PROCESSING

- 1.1 Supplier may from time to time be required to Process Personal Data on behalf of Buyer (or any of its Affiliates). Where this is the case, Supplier shall, and shall procure that the Supplier's Personnel shall, only do so in accordance with these Supplemental Terms and:
- 1.1.1 on behalf of Buyer (or its relevant Affiliate) for the Purpose and for no other purpose whatsoever;
  - 1.1.2 in accordance with all applicable Privacy and Data Protection Requirements and any written instructions issued by Buyer from time to time;
  - 1.1.3 JLR's Corporate Policy CP1-011 Protection and Responsible Handling of Personally Identifiable Information; and
  - 1.1.4 for as long as Supplier is in possession of such Personal Data and is Processing it on Buyer's behalf.
- 1.2 Supplier shall promptly provide Buyer with all reasonable assistance as Buyer may reasonably require, including without limitation as regards any measures required by Buyer to meet the Privacy and Data Protection Requirements in relation to the security of Processing of Personal Data, the notification of Personal Data compromise or breaches and any data protection impact assessments.

## 2 SUPPLIER'S OBLIGATIONS

### 2.1 Collection of Personal Data

2.1.1 Where Supplier collects any Personal Data on behalf of Buyer, Supplier shall ensure that it does so in accordance with the Data Protection Requirements, in particular it shall, and shall procure that the Supplier Personnel shall:

- 2.1.1.1 have a legal ground for collecting, Processing and transferring the Personal Data to Buyer for the purposes as envisaged in these Supplemental Terms;
- 2.1.1.2 in accordance with Buyer's instructions, provide the individual to which the Personal Data relates with sufficient information relating to the collection, Processing and transfer of their Personal Data

### 2.2 Security requirements

2.2.1 Without prejudice to any provisions in these Supplemental Terms or the Global Terms, Supplier shall:

- 2.2.1.1 implement and at all times comply with the Security Requirements and any other appropriate technical and organisational measures to protect the Personal Data against any unauthorised or unlawful Processing and against any accidental loss, destruction, theft, damage, alteration, manipulation or interception and/or disclosure (together "**Security Risks**"). Such measures shall be appropriate to the harm which might result from any Security Risks and having regard to the nature of the Personal Data which is to be protected, which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity and availability and resilience of Supplier's systems and services, ensuring availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of all technical and organisational measures adopted by it;
- 2.2.1.2 provide to Buyer at any time on request a detailed written description of any such Security Requirements and any other appropriate technical and organisational measures referred to in clause 2.2.1.1 in place;
- 2.2.1.3 not disclose any Personal Data to any Supplier Personnel or allow such Supplier Personnel to access Personal Data except: (i) for Supplier Personnel who require Personal Data for the Purpose; or (ii) with the prior written approval of Buyer; or (iii) as required by applicable law. Without prejudice to the foregoing:
  - (a) the disclosure and/or access to Personal Data by any Supplier Personnel shall be limited to the specific information necessary for such Supplier Personnel to complete the assigned task;
  - (b) Supplier shall ensure that all Supplier Personnel who have access to any Personal Data, (i) have signed up to confidentiality obligations in relation to such Personal Data, which are at least equivalent to those set out in the Global Terms and (ii) are aware of and comply with the provisions of these Supplemental Terms; and

- (c) Supplier shall ensure the reliability of Supplier Personnel by appropriately vetting and training all Supplier Personnel who have access to Personal Data, having regard to the nature of the Personal Data.

### 2.3 Monitoring and audit

2.3.1 Without prejudice to any other obligations it may have pursuant to the Privacy and Data Protection Requirements, Supplier shall, and shall procure that all of its Subcontractors shall:

- 2.3.1.1 make available to Buyer all information necessary to demonstrate compliance with the obligations laid down in the Privacy and Data Protection Requirements and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer;
- 2.3.1.2 keep complete and accurate records of any Processing of the Personal Data it carries out on behalf of Buyer in accordance with the Privacy and Data Protection Requirements;
- 2.3.1.3 deal promptly and fully with all enquiries from Buyer relating to Supplier's Processing of the Personal Data; and
- 2.3.1.4 maintain, and keep up to date, a written register as set out in the Statement of Work;
- 2.3.1.5 co-operate with Buyer in relation to any matter, enquiry or investigation raised by the Portuguese Data Protection Authority, or any other relevant supervisory authority in relation to the Processing of the Personal Data;
- 2.3.1.6 provide such assistance to Buyer as Buyer requires to meet its obligations as Data Controller of the Personal Data under the Privacy and Data Protection Requirements, including in particular in relation to (i) implementing and maintaining the Security Requirements, (ii) where a type of Processing is likely to result in a high risk to the rights and freedoms of any Data Subjects, the carrying out of data protection impact assessments, (iii) prior consultation with supervisory authorities and (iv) notification of Personal Data breaches;
- 2.3.1.7 on request from Buyer, supply all information and audit data necessary to demonstrate compliance with the Privacy and Data Protection Requirements and these Supplemental Terms;
- 2.3.1.8 notify Buyer immediately if it is asked to do something that will or may infringe the Privacy and Data Protection Requirements; and
- 2.3.1.9 permit Buyer and/or Buyer's representatives at any time and from time to time on seven days' written notice (or less in the case of an emergency, including but not limited to an actual or suspected data security breach) to have escorted access to the appropriate part(s) of the premises, systems, equipment, and other materials and facilities where Supplier Processes the Personal Data, to enable Buyer to inspect the same for the purposes of monitoring compliance with the Security Requirements and compliance with Supplier's obligations detailed in these Supplemental Terms. Such inspection shall not relieve Supplier of any of its obligations contained within these Supplemental Terms.

### 2.4 Incident management

2.4.1 If at any time there is an actual, threatened, suspected or potential breach the terms of these Supplemental Terms or any Personal Data is, or is suspected to be, lost, destroyed, deleted in error, becomes damaged, corrupted, unusable, used by or disclosed to a third party (except in accordance with these Supplemental Terms), Supplier shall at its own cost:

- 2.4.1.1 immediately notify Buyer, but in any event within no more than 24 hours after becoming aware such notice to include full and complete details relating to such breach, in particular:
  - (a) the nature and facts of such breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;

- (b) the contact details of the data protection officer or other representative duly appointed by the Processor from whom Buyer can obtain further information relating to such breach;
  - (c) the likely consequences or potential consequences of such breach; and
  - (d) the measures taken or proposed to be taken by the Supplier and/or any Supplier Personnel to address such breach and to mitigate any possible adverse effects and the implementation dates for such measures;
- 2.4.1.2 immediately notify Buyer of any changes to the details set out in clause 2.4.1.1;
- 2.4.1.3 promptly comply with all reasonable written instructions provided by Buyer in order to remedy or mitigate any adverse consequences;
- 2.4.1.4 take all necessary actions and deploy all necessary resources to contain the breach or suspected breach and recover and/or restore the Personal Data (where possible); and
- 2.4.1.5 co-operate with Buyer and promptly provide any information and assistance reasonably requested to enable Buyer to comply with all obligations that arise as a result including, without limitation:
- (a) Buyer's decision to undertake a data protection impact assessment where Buyer considers (in its sole discretion) that the type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects); and/or
  - (b) any approval of the Portuguese Data Protection Authority, or other data protection supervisory authority to any Processing of Personal Data or any request, notice or investigation by such supervisory authority.

## 2.5 Data subject rights

- 2.5.1 Where a Data Subject exercises his or her rights under the Privacy and Data Protection Requirements in respect of Personal Data processed by Supplier on behalf of Buyer (or any of its Affiliates) or where Buyer (or any of its Affiliates) is required to deal or comply with any assessment, enquiry, notice or investigation by the Portuguese Data Protection Authority, or any other supervisory authority, then Supplier shall, on request by Buyer, promptly co-operate to enable Buyer (or any of its Affiliates) to comply with all obligations of Buyer and its Affiliates which arise as a result of the exercise of such rights or as a result of such assessment, enquiry, notice or investigation.
- 2.5.2 If a Data Subject access request is received by Supplier in relation to the Personal Data or any part of it, Supplier shall not respond to the same and shall ensure that its Subcontractors do not respond to the same, but shall, to the extent permitted by law, immediately pass the request to Buyer.

## 2.6 Further correspondence with third parties

- 2.6.1 Supplier shall, and shall procure that all of its Supplier Personnel shall, immediately notify Buyer about:
- 2.6.1.1 any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of any law enforcement investigations; and
  - 2.6.1.2 a complaint, notice, assessment, enquiry, investigation or request relating to Buyer's obligations under the Privacy and Data Protection Requirements in relation to the Processing of the Personal Data.

## 2.7 Sub-contracting

- 2.7.1 Subject to clause 2.7.2, Supplier shall obtain prior written consent from Buyer in order to allow access to or transfer the Personal Data to any Subcontractors for the Purpose.
- 2.7.2 Buyer hereby consents to the transfer of Personal Data to the Subcontractors at their locations all as listed

in the Statement of Work.

- 2.7.3 Notwithstanding the consents provided pursuant to clause 2.7.2, any consent to the subcontracting of Supplier's obligations relating to the Processing of Personal Data shall be conditional on:
- 2.7.3.1 the Subcontractor entering into a written contract with Supplier agreeing to be bound by terms no less onerous than those contained in these Supplemental Terms;
  - 2.7.3.2 Supplier providing Buyer with such information as Buyer may require to ascertain that such Subcontractor has the ability to comply with Supplier's obligations under these Supplemental Terms.
- 2.7.4 For the avoidance of doubt, Supplier shall remain fully responsible and liable for any acts and/or omissions of the Subcontractors and Supplier Personnel which are committed in relation to the provisions of these Supplemental Terms.

## 2.8 Transfers of Personal Data

- 2.8.1 Subject always to clause 3, Supplier shall, and shall procure that all of its Supplier Personnel shall, not transfer (or otherwise directly or indirectly disclose) or Process any Personal Data outside of the Territory without the prior written consent of Buyer (which may be refused or granted subject to such conditions as Buyer deems necessary) and:
- 2.8.1.1 the Processing is within the European Economic Area (“**EEA**”) or the Processing is undertaken within a jurisdiction which is deemed adequate pursuant to the Data Protection Requirements; or
  - 2.8.1.2 the Processing is undertaken by an entity that is certified under the EU-US Privacy Shield framework adopted by the European Commission on 12 July 2016 (“**Privacy Shield**”), subject to the Privacy Shield being deemed an adequate method to transfer the Personal Data internationally in accordance with the applicable Data Protection Requirements; or
  - 2.8.1.3 the Processing is permitted in the jurisdiction outside Portugal, pursuant to Binding Corporate Rules as approved by one or more European data protection authority; or
  - 2.8.1.4 the relevant recipient and the Supplier enter into the standard contractual clauses for the transfer of Personal Data to service providers established in third countries as set out in the European Commission Decision of 5 February 2010 (C2010) 593) or such similar agreement as may be replaced from time to time, subject to such standard contractual clauses being deemed an adequate method to transfer the Personal Data internationally in accordance with the applicable Data Protection Requirements; or
  - 2.8.1.5 the Processing outside of the Territory is permitted by other means pursuant to Data Protection Requirements,
- except where Supplier is required to transfer the Personal Data by the laws of the member states of the EU or EU law (and shall inform Buyer of that legal requirement before the transfer).
- 2.8.2 Upon reasonable request from Buyer, Supplier shall provide Buyer with such information as it may reasonably require in order to ascertain whether or not to provide consent pursuant to clause 2.8 and to evidence that the conditions as set out in clauses 2.8.1.1 to 2.8.1.5 (inclusive) have been complied with.
- 2.8.3 Supplier shall only Process Personal Data in accordance with the details as set out in the Statement of Work and shall update and, where necessary in accordance with clause 2.8, shall seek consent from Buyer in the event of any changes.
- 2.8.4 For the avoidance of doubt, any decision on whether a notice or consent is required and/or is practicable to obtain will be made at Buyer's sole discretion. Buyer will not be required to provide notices or obtain consents as an alternative to Supplier complying with its obligations under these Supplemental Terms.

## 2.9 Return of Personal Data

Supplier shall, unless specified otherwise in writing by Buyer, return all Personal Data to Buyer on expiry or completion of the Purpose and at any other time on request from Buyer, provided that Supplier shall be entitled to retain any such Personal Data where required by law (which retained Personal Data shall remain subject to the provisions of these Supplemental Terms).

### **3 COMPLIANCE WITH LAWS**

#### **3.1 Supplier warrants and represents that:**

- 3.1.1 it has no reason to believe that the Privacy and Data Protection Requirements prevent it from fulfilling the instructions received from Buyer and its obligations under these Supplemental Terms;
- 3.1.2 in the event of a change in the Privacy and Data Protection Requirements which is likely to have a material adverse effect on the obligations contained in these Supplemental Terms, it shall promptly notify the change to Buyer as soon as it is aware, in which case Buyer is entitled to suspend the Processing of Personal Data pursuant to these Supplemental Terms; and
- 3.1.3 it has completed and shall maintain all necessary registrations and notifications under all applicable Privacy and Data Protection Requirements for the purposes of Processing Personal Data as described in these Supplemental Terms.

3.2 Supplier will comply at all times with the Privacy and Data Protection Requirements and will not perform its obligations under these Supplemental Terms in such a way as to cause Buyer to breach any of its applicable obligations under the Privacy and Data Protection Requirements. Supplier shall notify Buyer immediately if it is asked to do something that will or may infringe the Privacy and Data Protection Requirements.

3.3 For the avoidance of doubt, nothing in these Supplemental Terms shall relieve Supplier from any direct responsibilities or liabilities it may have under any of the Privacy and Data Protection Requirements which may apply directly by law to Supplier.

### **4 DATA CONTROLLER'S RIGHTS AND OBLIGATIONS**

#### **4.1 Buyer shall:**

- 4.1.1 be responsible for determining the Purpose and providing Supplier with written instructions as to how Supplier is authorised to Process Personal Data;
- 4.1.2 be entitled to use Supplier to Process Personal Data on its behalf in accordance with these Supplemental Terms; and
- 4.1.3 keep a record of all categories of Processing activities for which Buyer is responsible in accordance with the Privacy and Data Protection Requirements.

### **5 AMENDMENTS**

Notwithstanding the definitions of the Privacy and Data Protection Requirements set out in these Supplemental Terms, in the event that the Privacy and Data Protection Requirements are amended, re-enacted or replaced by subsequent legislation, directives or regulations or in the event that case law pursuant to the Privacy and Data Protection Requirements, and/or any regulations enacted under them require amendments to these Supplemental Terms in the reasonable opinion of Buyer, then Supplier shall agree to such amendments and shall enter into a deed of variation to effect such amendments.

### **6 GENERAL**

6.1 No modification to these Supplemental Terms or any part of them shall be binding upon the parties unless agreed in writing by both parties.

6.2 These Supplemental Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Portuguese law.

6.3 The parties irrevocably agree that the courts of the city of Lisbon shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Purchase Order or its subject matter or formation (including non-contractual disputes or claims).



## Security Requirements

Supplier shall implement best-practice methodologies and standards to keep the Personal Data secure and confidential, including without limitation, complying with the minimum requirements set out in this appendix in relation to the Processing of the Personal Data.

### 1. Information security governance

- A. Supplier shall:
- i. comply with a recognised security standard (for example ISO 27001) for an information security management system (ISMS);
  - ii. have a clear accountability framework for information security that goes up to board level;
  - iii. appoint a senior individual within its organisation with day-to-day responsibility for information security;
  - iv. maintain (and provide to Buyer on request) comprehensive, documented policies covering information security, Personal Data handling and incident response (the “**Policy**”); and
  - v. ensure that its staff, agents and sub-contractors are aware of, trained on and comply with the Policy.

### 2. Staff reliability

- A. Supplier shall:
- i. vet individuals who may have access to the Personal Data to ensure that they are reliable;
  - ii. implement information security awareness programme within its organisation;
  - iii. cancel access privileges and user credentials that allow access to the Personal Data and recover assets that may contain Personal Data on termination of employment or contract; and
  - iv. train all individuals who may have access to any Personal Data on data protection and information security.

### 3. Personal Data management

- A. Supplier shall:
- i. operate an information classification scheme that applies throughout its organisation;
  - ii. ensure that all the Personal Data is managed in a systematic, structured manner, with appropriate information security controls applied throughout the document and information lifecycle;
  - iii. have in place and operate a process to promptly amend or update the Personal Data when requested to do so by a data subject (as defined in the Data Protection Requirements) or Buyer;
  - iv. ensure that despatch of the Personal Data is carried out using a secure method and both dispatch and receipt of the Personal Data are appropriately evidenced and assured;
  - v. operate a process to securely and permanently destroy the Personal Data when requested to do so by Buyer;
  - vi. encrypt all computers and mobile devices on which Personal Data is held (such as USB storage devices, external hard drives, laptops, mobile telephones) to a standard instructed by Buyer.

### 4. Physical security

- A. Supplier shall:
- i. limit access to areas where the Personal Data is Processed to those individuals that need it (by deploying building security measures such as card entry systems and locked doors);
  - ii. ensure that all critical facilities (including locations that house computer systems such as data centres, servers, networks, telecommunication equipment, sensitive physical material and other important assets) used in the Processing of Personal Data are physically protected against accident, attacks and unauthorised physical access; and
  - iii. store any hard copies of the Personal Data in secure, locked, fire-proof cabinets or rooms.

## **5. Computer, mobile device, network and email security**

### **A. Supplier shall:**

- i. ensure that all computer systems, mobile devices, software and/or cloud hosted services, Processing the Personal Data are appropriately maintained (including without limitation ensuring that the latest industry standard operating system, security, software or other relevant vendor patching level requirements have been met);
- ii. implement appropriate malware monitoring and protection solutions across the organisation to protect the Personal Data from exposure to attack or information security vulnerabilities;
- iii. use and keep updated appropriate anti-virus software and firewalls;
- iv. install software updates promptly when they become available;
- v. protect the Personal Data using approved encryption software (such as a solution that meets the FIPS 140-2 (cryptographic modules, software and hardware) and FIPS – 197 standards and/or products certified via CESG’s CPA or CAPS schemes to at least Foundation grade);
- vi. protect its electronic communications/email systems by a combination of policy, awareness, procedural and technical security controls (covering configuration of mail servers (e.g. to limit the size of messages or user mailboxes), scanning email messages (e.g. for malware, chain letters or offensive content), enhancing security of email messages (e.g. by the use of disclaimers, hashing, encryption or non-repudiation techniques) and making users aware of the consequences of their actions when using email;
- vii. remove any software applications not used from computers and mobile devices;
- viii. turn off any features that allow programmes to run automatically; and
- ix. delete user accounts from computers, routers and mobile devices that are not needed.

B. Supplier shall engage (at its own cost) or permit Buyer to engage an independent accredited third party, on an annual basis, to conduct comprehensive security vulnerability scans and penetration tests, with respect to any systems that may Process Personal Data. Where such third party is engaged by Supplier, Supplier shall promptly on request make available to Buyer the results of such assessment.

C. Any remedial activity identified pursuant to the inspections and testing undertaken pursuant to this paragraph 5 of this appendix and as reasonably requested by Buyer shall be promptly undertaken by Supplier so that it complies with the obligations set out in these Supplemental Terms. Such remedial activity shall be at Supplier’s own cost.

## **6. Identity and access management controls**

### **A. Supplier shall:**

- i. establish approved access control arrangements to restrict access to the Personal Data strictly on a need to know basis by implementing the principle of least privilege so that Supplier Personnel and any Subcontractors only have the minimum access necessary for the minimum amount of time necessary to carry out their role in relation to the Purpose;
- ii. implement rigorous sign-on processes to authenticate/identify individuals before allowing access to the Personal Data;
- iii. ensure that access to the Personal Data is protected using strong/complex passwords that are changed regularly;
- iv. deploy automatic locking of idle terminals; and
- v. keep for an appropriate period of time an auditable log file of successful and failed access to the Personal Data.

## **7. Business continuity and disaster recovery**

A. Supplier shall have in place industry-standard business continuity and disaster recovery plan and procedures in line with ISO 22301 (or equivalent) to ensure that Buyer is not impacted by disruptive incidents including without limitation completing regular back-ups of the Personal Data.

B. The Supplier shall test its business continuity arrangements on a regular basis and provide reports as regards the same to Buyer on request.

**8. Returning and Deleting Personal Data and IT asset disposal**

- A. Supplier shall adopt appropriate techniques for returning, permanently destroying and/or otherwise disposing of electronically held and hard copy Personal Data.