

STANDARD TERMS OF PROCUREMENT

1 Definitions

1.1 In this Contract:

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open for normal banking business in London;

Business Hours means 9.30a.m. to 5.30p.m. in the relevant location on a Business Day;

Connected Persons means, in relation to the Supplier and to the extent (directly or indirectly) involved in the provision of the Services, any company or other entity which is at the relevant time a subsidiary or holding company of the Supplier or a subsidiary of any such holding company (the words **subsidiary** and **holding company** having the meanings given in section 736 of the Companies Act 1985) and any and all of such entities' Personnel;

Contract means the contract comprising the PO (as accepted by the Supplier), these Terms, the Contract Details (if any) and any other documents (or parts of them) incorporated into them or notified in writing by CPA Global to the Supplier;

Contract Details means the document (if any) agreed between the parties setting out terms in addition to those in these Terms and the PO;

CPA Global means the relevant group company of CPA Global Group Holdings Limited (a limited liability company formed under the laws of Jersey, Channel Islands, with company number 104390) as stated on the front page of the PO, or where no entity is listed shall be CPA Global Group Holdings Limited;

Goods mean any goods, products, materials or items (including any instalment or any part of them) that are the subject of the PO or supplied in the course of providing the Services;

Intellectual Property Rights means any and all copyright, database rights, rights in designs, trademarks, domain names, goodwill, patents, rights in confidential information and any other intellectual property rights (including, where relevant, all extensions, reversions, revivals and renewals of the same), in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights and all similar or equivalent rights or forms of protection which now, or will in the future, subsist in any part of the world;

Materials means all materials and works (in whatever form, including text, visual materials, information and software), or part of the same, created by or for the Supplier as part of or in connection with the provision of the Supplies (excluding materials or works, or part of the same, comprising Intellectual Property Rights subsisting before the date of this Contract and developed independently of the Supplier's obligations under this Contract);

Premises means the location(s) where the Supplies/Services are to be delivered, as specified in the PO or Contract Details (or advised by CPA Global to the Supplier within a reasonable time before such delivery);

Services means any work or services (or any part of them) to be provided by the Supplier, as described in the PO or the Contract Details

Price means the price of the Supplies stated in the PO or Contract Details;

PO means the document setting out the Supplies incorporating these Terms and the Contract Details (if any);

Supplier means the person that is to provide the Supplies and/or Services under this Contract, as specified in the PO;

Supplies means the Goods and/or the Services, depending on the context; and

Terms means the terms and conditions set out in this document.

1.2 In this Contract, unless the context otherwise requires, any reference to:

- (a) a **clause** is to a clause of these Terms
- (b) in relation to Services, delivery or provision (and related words) shall be interpreted as a reference to the delivery, provision, supply, performance, licence, lease, hire and/or loan of Services;
- (c) including, other or any similar word shall not limit the generality of any preceding words;
- (d) **parties** means the parties to this Contract, and any reference to party shall be construed accordingly;
- (e) a **person** includes any individual, company, partnership, joint venture, association, organisation, trust, state or state agency (in each case whether or not having separate legal personality);
- (f) **writing** or **written** includes fax transmission and comparable means of communication, but not email;
- (g) the singular includes the plural and vice versa, and use of any gender includes the other genders;
- (h) headings shall be disregarded in the interpretation of this Contract;

- (i) any document to which this Contract refers shall be construed as a reference to such document as amended, varied, supplemented, novated and/or replaced in any way from time to time; and
- (j) a statute or statutory provision is a reference to that statute or statutory provision as amended, consolidated, replaced and/or re-enacted from time to time and includes any subordinate legislation from time to time in force made under it.

2 Offer and acceptance

- 2.1 Receipt of a PO by the Supplier constitutes an offer by CPA Global to obtain Supplies from the Supplier which shall be deemed to have been accepted on the Supplier either confirming its acceptance in writing duly signed by or on behalf of the Supplier or providing (or beginning to provide) all or part of the Supplies.
- 2.2 This Contract applies to the exclusion of any terms and conditions submitted in any way by or on behalf of the Supplier in respect of the Services (Supplier Conditions) despite any contrary provisions in any of the Supplier Conditions, and the Supplier waives any right that it otherwise might have to rely on the Supplier Conditions.

In this Contract, unless the context otherwise requires, an obligation imposed on the Supplier shall include an obligation on the Supplier to procure compliance by the Connected Persons with such obligation.

3 Services

- 3.1 The Supplier shall perform the Services in accordance with good practice, and applicable law.
- 3.2 The Supplier shall deliver the Services in accordance with the instructions and date(s) specified in the PO or Contract Details (or, if no date or timescale is specified, within 14 days after the date of the PO or such earlier time as may be reasonable in all the circumstances). Time is of the essence for delivery of the Services.
- 3.3 The Supplier shall, and shall ensure any personnel used to supply the Services shall, comply with all applicable laws and regulations including where applicable all reasonable conditions of access.

4 Delivery

- 4.1 The Supplier shall deliver the Supplies in accordance with the instructions and date(s) specified in the PO or Contract Details (or, if no date or timescale is specified, within 14 days after the date of the PO or such earlier time as may be reasonable in all the circumstances).
- 4.2 The Supplier shall ensure that:
 - (a) the Goods are marked and delivered in accordance with CPA Global's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course; and
 - (b) each delivery of Goods is accompanied by a delivery note which shows the PO number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.3 Unless otherwise agreed by CPA Global in writing, all Goods shall be delivered to the Premises during 9am-5.30pm on a Business Day with transportation charges and any other applicable charges pre-paid by the Supplier. CPA Global shall not be obliged to carry out any work to enable delivery of Supplies to take place. The Supplier shall off load Goods at its own risk, as directed by CPA Global. Except where expressly agreed in writing to the contrary, the Supplier shall at its own cost provide all materials, parts, components and replacements and all computer programs needed to provide the Supplies. The Supplier shall on demand provide to CPA Global, without charge, copies of the Materials, available technical data, safety data, technical bulletins and other appropriate information and material relating to the Supplies.
- 4.4 CPA Global and, if applicable, the Supplier shall inspect the Goods as soon as practicable following delivery and agree an inventory of the quality and quantity delivered. CPA Global shall not be liable for any damage found on such inspection. If CPA Global in its reasonable opinion considers any of the Goods to be in an unsuitable condition or of the wrong quantity either on delivery or subsequently, CPA Global shall be entitled to enforce the remedies set out in Clause 11.

5 Title, Risk, Records and insurance

- 5.1 Title to the Goods shall pass to CPA Global upon the earlier of delivery or the first payment by CPA Global in respect of the Goods and Supplier shall take all reasonable steps to pass title in such Goods to CPA Global including, where requested, completing a vesting certificate; and risk in the Goods shall only pass to CPA Global upon delivery of the Goods in accordance with this Contract.
- 5.2 The Supplier shall maintain complete and accurate books and records relating to this Contract. The Supplier shall, upon reasonable notice of CPA, allow CPA, during the Supplier's regular business hours, to inspect or audit the Supplier's books and records to verify any matter relating to the Supplier's performance hereunder.

5.3 The Supplier shall, without prejudice to its obligations under this Contract or otherwise at law, at its own cost effect and maintain for the term of this Contract (and thereafter in compliance with good industry practice and applicable laws) insurance in an adequate amount (as may reasonably be expected to be maintained by a competent supplier experienced in providing supplies equivalent to the Supplies) and with a reputable insurer to cover all risks of and incidental to this Contract, including where applicable risk in the Goods before such risk passes under this Contract. The Supplier shall, on request, supply to CPA a copy of each insurance policy effected under this Contract, shall observe and perform all the warranties and conditions in each such policy and shall ensure that all premiums are paid when due, and that each such policy is maintained in full force and effect.

6 Price and payment

6.1 In consideration of the Supplier's performance of the Services, CPA shall pay the Price to the Supplier. In addition to the Price, CPA shall reimburse the Supplier in respect of any pre-approved costs incurred by the Supplier in the course of providing the Services.

6.2 The Price shall be exclusive of VAT, but inclusive of all other taxes, duties, costs and charges.

6.3 CPA Global shall pay all invoices that are in CPA Global's reasonable opinion valid, correct and compliant in all respects with this clause 6 and which quote the correct PO number, forty five (45) days following the end of the calendar month of the date of invoice (or such greater and/or recurring period as the parties may agree in writing). This obligation shall be subject to any withholding obligations imposed on CPA Global by any authority having jurisdiction over this Contract. CPA Global reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to CPA Global, whether in respect of this Contract or otherwise.

6.4 Invoices may be rendered only after the Supplies and/or Services have been correctly delivered or provided in accordance with this Contract.

6.5 If any sum under this Contract is not paid when due, then, as a substantial remedy for late payment, that sum shall bear interest from the due date until actual payment at 4% per annum over the base rate from time to time of Lloyds TSB Bank plc. The Supplier is not entitled to suspend Services even if CPA Global is in breach (including for non payment). No payment shall be made for rejected Services.

7 Quality of Supplies

7.1 The Supplier warrants, represents and undertakes that the Supplies will:

- (a) be fit for any purpose held out by the Supplier or made known to the Supplier in writing (including, for these purposes, email) at the time when the PO is placed;
- (b) be of satisfactory quality, design, material and workmanship;
- (c) be free from defects and any third-party lien, charge, claim, title, interest or other encumbrance;
- (d) conform in all respects with the PO and the Contract Details (or sample/specification approved in writing by CPA Global) and all laws, orders, regulations and bye-laws that are applicable to the Supplies;
- (e) be provided in a proper and efficient manner by appropriately qualified, trained and experienced personnel under proper management and supervision, with all due care, skill and diligence, in accordance with good industry practice and to such high standard of quality as it is reasonable for CPA Global to expect in all the circumstances from a competent supplier experienced in providing supplies equivalent to the Supplies;
- (f) not contain anything that is offensive or harmful, nor bring (nor will the Supplier bring) CPA Global into disrepute; and
- (g) meet any agreed service levels.

7.2 CPA Global's rights under this Contract are in addition to the statutory provisions implied in favour of CPA Global by the Sale of Goods Act 1979 and/or by the UK Supply of Goods and Services Act 1982.

8 Intellectual Property

8.1 In consideration of payment of the Price, the Supplier hereby unconditionally and irrevocably:

- (a) grants and assigns to CPA Global with full title guarantee the entire right, title and interest (whether vested, contingent or future), including all Intellectual Property Rights, present and (to the extent permitted by law) future, in and to the Materials to hold the same to CPA Global absolutely and throughout the world for the full period during which such rights subsist (including all renewals, revivals, reversions and extensions of the same) and thereafter (to the fullest extent possible) in perpetuity;
- (b) warrants and represents to CPA Global that it owns all of the rights and interests in and has title to all of the Intellectual Property Rights in the Materials and the use of the Materials or the Intellectual Property Rights in the Materials will not infringe the rights of any third party;
- (c) to the extent that Intellectual Property Rights other than those assigned to CPA Global under clause 8.1 are required for CPA's use of the Services, grants (or, to the extent not owned or controlled by the Supplier, shall, where reasonably practicable, procure the unconditional,

irrevocable grant in writing by the relevant third-party rights-holder(s) to CPA Global of) a royalty-free, non-exclusive and perpetual licence (or, where applicable, authorised sub-licence) to use, reproduce, maintain and modify such rights, together with the right to sub-licence, transfer, novate or assign such licence (or sub-licence) to CPA Global's nominee at no cost to CPA Global; and

- (d) waives and undertakes not to assert, and shall procure that all Connected Persons involved in the creation or production of the Materials shall (in writing) unconditionally and irrevocably waive and undertake not to assert, to the extent permitted by law, any moral rights or similar rights or other non-transferable rights that it or they may have in the Materials under any and all laws now or in future in force in any part of the world.

8.2. The Supplier shall execute all such documents and do all such acts (and/or procure the execution and doing) as CPA Global may reasonably require to give effect to this Clause 8.

8.3. The Supplier shall indemnify CPA Global on demand against any losses incurred or suffered by CPA Global as a result of or in connection with any infringement or alleged infringement of any Intellectual Property Rights or moral rights of any third party arising from the provision or use of the Supplies or the possession or use of any Materials supplied under this Contract.

8.4. No limitation of liability shall apply to the indemnity under clause 8.3.

9. Data protection

Should the Supplier be involved with processing any Personal Data (as defined within Schedule 1, the provisions of Schedule 1 shall apply.

10. Confidentiality and Security

10.1. In this clause 10, Confidential Information means information (in any form whatsoever) that is confidential to a party (the Disclosing Party) or to any third party to whom the Disclosing Party owes a duty of confidentiality (including the provisions of the PO), but excluding confidential information which, at the time of its disclosure by the Disclosing Party, is in the public domain otherwise than by breach of the terms of this Contract or law.

10.2. Without prejudice to any confidentiality undertaking signed by on or behalf of the Supplier before the date of the Contract, the **Receiving Party** shall:

- (a) treat Confidential Information as strictly confidential;
- (b) not disclose Confidential Information to any third party except: (i) to Connected Persons (if bound by equivalent obligations of confidentiality) that reasonably need to know the same in connection with the Receiving Party's obligations under this Contract; or (ii) if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent authority;
- (c) if requested, procure that each of the Connected Persons that has to whom Confidential Information is disclosed shall execute promptly and deliver a suitable confidentiality undertaking to the Disclosing Party; and
- (d) not use Confidential Information for any purpose whatsoever other than to fulfil the Receiving Party's obligations under this Contract.

11. Remedies

11.1. If the Contract is terminated pursuant to Clause 14.2 or the Supplier fails, in any material respect, to provide the Supplies (or any substantial part of them) in accordance with any of the provisions of this Contract or otherwise fails to comply with this Contract, CPA Global shall be entitled to, without prejudice to its other rights or remedies (and whether or not all or any part of the Supplies have been accepted by CPA Global):

- (a) reject the Supplies (in whole or in part) and, where possible, either: (i) return the rejected Goods to the Supplier at the risk and cost of the Supplier on the basis that a full refund for such Goods (including the cost of any such return) shall be promptly paid by the Supplier, CPA Global not being obliged to return to the Supplier any packaging or packing materials for such Goods; or (ii) request (orally, in writing or by email) that the Supplier collect the Goods at the first reasonable opportunity, failing which CPA Global may dispose of them at its discretion and recover any reasonable costs of disposal from the Supplier; No payment shall be made for rejected Goods.
- (b) give the Supplier the opportunity, at the Supplier's expense, within 10 days after receipt of notice from CPA Global either: (i) to remedy any remediable defect in the Supplies; or (ii) to supply replacement Supplies and/or to carry out any other necessary work to ensure that the provisions of this Contract are fulfilled including taking remedial and restorative measures

to prevent a loss of Intellectual Property Rights by any of CPA Global's clients affected by such failure; and/or

- (c) refuse to accept any further supply of the Services, but without any further liability to the Supplier; and/or
 - (d) recover from the Supplier any expenditure reasonably incurred by CPA in obtaining the equivalent Services in substitution from another supplier; and/or
 - (e) carry out at the Supplier's expense any work reasonably necessary to make the Services comply with this Contract; and/or
 - (f) claim for Losses incurred in consequence of the Supplier's breach of this Contract.
- 11.2. Any remedy under this Contract shall be without prejudice to any other right or remedy which has already accrued, or subsequently accrues, to CPA Global, unless expressly agreed otherwise.

12. Indemnity

- 12.1 The Supplier shall indemnify CPA Global on demand against any Losses incurred or suffered by CPA Global as a result of or in connection with:
- (a) any breach of the warranties, representations and undertakings contained in this Terms (including under Clause 7.1);
 - (b) any act or omission of the Supplier or the Connected Persons in connection with the provision of the Services;
 - (c) any claim that the Services or their possession or use by an Indemnified Party breaches any statute or regulation or constitutes, or is alleged to constitute, a tort against a third party; and/or
 - (d) any infringement or alleged infringement of any Intellectual Property Rights or moral rights of any third party arising from the provision or use of the Services or the possession or use of any Materials supplied under this Contract.
- 12.2 No limitation of liability shall apply to the indemnity under Clause 12.1(d) and to a breach by the Supplier of Clause 9.

13. Liability and Insurance

- 13.1 Nothing in this Contract shall exclude or restrict: (a) the Supplier's liability for damage to or loss of property (including loss by theft); or (b) either party's liability for death or personal injury resulting from the negligence of that party or for any other liability which cannot be excluded by law.
- 13.2 Without prejudice to Clause 13.1 and subject to Clause (d), neither party shall be liable to the other under this Contract for:
- (a) any loss of profits, business, contracts, data, market shares, anticipated savings or goodwill, or revenue; or
 - (b) any indirect, special or consequential loss or damage whatsoever,
- howsoever arising out of or in connection with the performance of its obligations under this Contract or any breach of this Contract, even if it was advised in advance of the possibility of such loss or damage.

- 13.3 Without prejudice to any other limitation or exclusion of liability under this Contract (but subject to Clauses (d), 13.1 and 13.4), the total liability for all claims in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to a sum equivalent to:
- (a) for CPA Global to the Supplier, the Price; and
 - (b) for the Supplier to CPA Global, 125% of the Price.
- 13.4 The limit on liability under Clause (a) shall not apply to any liability of the Supplier to the extent that the loss is either covered by insurance of the Supplier under this Contract or would have been covered but for any act or omission of the Supplier in relation to such requirement.

14. Expiry, termination, cancellation and change

- 14.1 This Contract shall expire on 30 days' notice by CPA Global to the Supplier.
- 14.2 CPA Global may, without prejudice to its other rights or remedies, terminate this Contract with immediate effect by giving notice to the Supplier at any time if the Supplier:
- (a) commits a material breach, or repeated breaches the cumulative effect of which constitutes a material breach, of this Contract and (if such breach is capable of remedy) fails to remedy the breach within 10 days (or such other period as CPA Global may reasonably specify in the circumstances) after receiving CPA Global's request in writing to do so; or
 - (b) the Supplier commits and/or is sufficient to justify the reasonable inference that the Supplier would continue to deliver a sub-standard service in relation to a material provision of this Contract; or
 - (c) suffers an Insolvency Event (as defined in the following clause).
- 14.3 **Insolvency Event** means, in relation to the Supplier, that it: (a) enters into any composition or arrangement with all or any class of its creditors; or (b) is the subject of any execution, distress, sequestration or other process enforced against any part of its undertaking or assets; or (c) is unable to pay, or has no reasonable prospect of being able to pay, its debts, and or within the meaning

of sections 123, 267 and 268 of the Insolvency Act 1986 (as applicable); or (d) brings or commences, or is the subject of, winding-up, bankruptcy or any other insolvency proceedings; or (e) has a receiver, manager, administrative receiver or administrator appointed over all or any part of its undertaking or assets; or (f) takes, suffers or is the subject of (or proposes to take or is threatened with) any similar or analogous action, event or proceedings in any jurisdiction in consequence of debt; or (g) ceases, or threatens to cease, to carry on its business in the normal course.

- 14.4 CPA Global may cancel any PO in respect of all or part of the Supplies, defer the date of delivery and/or payment in respect of any Supplies ordered or reduce the volume or scale of any Supplies ordered if the Supplier's performance of this Contract is prevented or delayed for more than 14 days due to acts, events, omissions or accidents which are beyond the reasonable control of either party.
- 14.5 CPA Global may (i) increase or decrease in part all or any part of the Supplies with a corresponding increase or reduction in the Price; or (ii) cancel in full the quantities of Supplies in any PO; at any time prior to the due date for their provision by giving the Supplier at least 14 days' notice.
- 14.6 On any expiry, cancellation or termination the Supplier shall deliver up to CPA Global, or otherwise dispose of at CPA Global's direction, all Materials, Confidential Information and any other CPA Global property (including data) that may be in the Supplier's or any Connected Person's possession (and/or the Supplier shall procure such delivery up or disposal).
- 14.7 Expiry or termination of this Contract for whatever reason shall not affect either party's rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force by or after expiry or termination, including clauses 8, 9, 10, 11, 12, 13, 14.7, 15, 16, 17 and 18.
- 14.8 Except pursuant to Clause 14.6 or as otherwise permitted under this Contract, if CPA Global requests a change to the Contract the Supplier shall respond promptly to such request with a proposal for delivery and adjustment to the Price (if any). No variation of this Contract shall have effect unless expressly agreed in writing and signed by the duly authorised representatives of CPA Global and the Supplier, and CPA Global shall not be liable for any charges or costs relating to any changes to the Supplies or additional Supplies unless such changes are so agreed.

15. Notices

- 15.1 Any notice to be given under this Terms shall be in writing, in English and signed by or on behalf of the party giving it and shall be sent via recorded delivery: i) For the attention of the CFO/General Counsel at CPA Global, Liberation House, Castle Street, St Helier, Jersey, JE1 1BL where notices are sent to CPA; ii) For the attention of the CFO/General Counsel at your registered address where notices are sent to you. A secondary notice may, in addition, be sent to a Party via email: i) for CPA: contracts@cpaglobal.com ii) for you an email address agreed in writing. A notice given under this Agreement is not valid if only sent by email.
- 15.2 A notice shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by registered post, 48 hours after posting (or, if sent by an internationally recognised courier service, 48 hours from the date of delivery to the courier service); and provided that, where delivery occurs outside 9am-5.30pm on a Business Day, notice shall be deemed to have been received at 9am on the next following Business Day.
 - (c) if transmitted by fax, at the time of successful transmission,

16. General

- 16.1 The Supplier may not, without CPA Global's prior written approval, assign, charge or otherwise dispose of all or any part of the benefit of this Contract or sub-contract any or all of its obligations under it. The Supplier shall provide CPA Global with reasonable details of any approved sub-contractors and shall remain solely liable to CPA Global for the performance of the Supplier's obligations under this Contract. Nothing in this Contract shall restrict CPA Global from assigning, charging, novating or otherwise disposing of this Contract (or any part of it).
- 16.2 This Contract contains the entire agreement of the parties in relation to the Supplies. Each party acknowledges that, in entering into this Contract, it is not relying on any representation or other assurance except as expressly set out or referred to in this Contract, provided that nothing in this Contract shall limit or exclude any liability for fraud. If the Supplies are to be delivered by instalments, this Contract shall be treated as a single contract and not severable.
- 16.3 No breach of any provision of this Contract shall be waived or discharged except with the express written consent of the parties. No failure to exercise or delay in exercising any right or remedy under this Contract shall operate as a waiver of that or any other right or remedy.
- 16.4 The Supplier shall: at all times comply with all applicable laws including the Anti-Bribery Act 2010 and the Modern Slavery Act 2015;
- 16.5 If a provision of this Contract is, becomes or is found to be illegal, invalid or unenforceable (in whole or in part), the legality, validity and enforceability of the remainder of this Contract shall not be affected.

16.6 Nothing in this Contract constitutes a partnership, relationship of agency or contract of employment between the parties. Neither party shall have any express or implied right, power or authority to bind the other.

16.7 In accordance with the Contracts (Rights of Third Parties) Act 1999 (Act) no provision of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract, whether under the Act or otherwise.

17 Disputes

The parties shall use reasonable endeavours to resolve any dispute or claim arising in connection with this Contract (**Dispute**) by prompt discussion in good faith at a managerial level appropriate to the Dispute. Such discussion shall not be a pre-condition to the commencement of legal proceedings before any court. Unless this Contract has already been terminated, the parties shall continue to perform their obligations under this Contract regardless of the nature of the Dispute.

18 Trade, Export, Bribery and Compliance

The Supplier warrants, represents, and undertakes to comply with all applicable laws and regulations (as amended from time to time), including without limitation those of the USA, UK, and EU, governing export control, international trade, data protection, any other applicable international trade laws and regulations, including without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier further specifically agrees not to conduct any financial or any other type of transaction with any individual or entity identified on any US or UK Government denied persons or entities listings. The Supplier agrees to disclose any alleged or actual violations of applicable law to CPA without delay to allow CPA to assess its compliance with applicable regulatory requirements. The Supplier will adhere to the code of conduct <https://www.cpaglobal.com/supplier-code-of-conduct> as may be updated from time to time).

19 Governing law and jurisdiction

19.1 The Contract and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance, and the parties submit to the exclusive jurisdiction of with the following law and courts:

- (a) where the entity supplying the Supplies is located in Europe and/or any other country other than (b) and (c) below; the law of England and Wales and the English courts:
- (b) where the entity supplying the Supplies is located in North America or South America: the law of Virginia and the courts of Virginia; or
- (c) where the entity supplying the Supplies is located in Asia and Australasia: the law of Singapore and the courts of Singapore.

SCHEDULE 1

DATA PROTECTION PROVISIONS

PART 1

Definitions for the purposes of this Schedule 1 are as follows:

Applicable Data Protection Laws means all national, international and local laws, regulations and rules by any government, agency or authority relating to data protection and privacy which are applicable to the Parties, including but not limited to The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and California Consumer Privacy Act of 2018 (CCPA);

Data Subject means a natural person, who can be identified, directly or indirectly, in particular by reference to an identifier;

Personal Data means any information relating to a Data Subject such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, and, where used in this Contract, relates to data transferred to the Supplier by CPA or collected or generated by the Supplier on behalf of CPA and which is processed by the Supplier during or as a result of the Supplier supplying the Supplies;

1. To the extent the Supplier processes any Personal Data on behalf of CPA, The Supplier shall:
 - a. at all times comply with the Applicable Data Protection Laws in the performance of its obligations under any agreement with CPA, whether written, oral or established through conduct;
 - b. in relation to its processing of Personal Data, act only as instructed by CPA and for the purposes which CPA prescribes;
 - c. immediately inform CPA if, in its opinion, an instruction infringes Applicable Data Protection Laws;
 - d. ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, taking into account the nature of the Personal Data;
 - e. implement and maintain an appropriate training and awareness program for its employees to ensure any persons authorised to process Personal Data are aware of their obligations in relation to data protection practices;
 - f. ensure that persons authorised to process Personal Data are contractually bound or have a statutory duty of confidentiality;
 - g. ensure that access to Personal Data is limited to employees who it is necessary to allow access to in order to perform their role;
 - h. immediately notify CPA and in any event within 24 hours if it becomes aware of any personal data breaches as and when they occur; the notification shall describe the nature of the breach including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of personal records concerned, the likely consequences of the personal data breach, the measures taken or proposed to be taken to address the personal data breach. Where relevant, the Supplier shall take all reasonable steps to assist CPA to notify any regulator or Data Subject of the personal data breach;
 - i. take all reasonable steps as may be requested by CPA to assist CPA in complying with its security, data protection impact assessment and related consultation obligations and other obligations imposed by Applicable Data Protection Laws;
 - j. promptly notify CPA on receipt of any request by a regulator, or a Data Subject exercising their rights in relation to Personal Data held pursuant to the terms any agreement or in relation to any services, including but not limited to requests for access, rectification, erasure, restriction of processing, portability and objections to processing based on automated decision making, and to co-operate with and take appropriate technical and organisational measures to allow CPA to promptly respond to any such requests within such reasonable timescales as may be specified by CPA. For the avoidance of doubt, requests from a Data Subject to access their Personal Data shall be promptly notified to the relevant team at GPA Global;
 - k. not cause any Personal Data to be transferred outside the European Economic Area ("EEA", the definition shall include the United Kingdom), without the prior written consent of CPA. Where CPA gives its consent to the transfer of the Personal Data outside the EEA, the Supplier shall ensure that it first enters into standard contractual model clauses or other methods of transfer of Personal Data deemed adequate by the European Commission For the avoidance of doubt, the Supplier shall bring its sub processors under the scope of such approved contractual agreements. Any Personal Data transferred outside the EEA shall be treated in accordance with the foregoing provisions of this Clause to the extent that such provisions do not contravene the laws of the jurisdiction to which the Personal Data is transferred;
 - l. protect Personal Data in accordance with industry standards and in a manner that is comparable to, and in no instance less protective than, CPA's Security Policy, as you may be notified from time to time, (also available upon request);
 - m. at the request of CPA, make available all information necessary for CPA to demonstrate its compliance with obligations under Applicable Data Protection Laws and allow for and fully cooperate with audits, including inspections, conducted by CPA or another person authorised to this end by CPA; and
 - n. at the request of CPA, delete or return all Personal Data to CPA upon completion of the processing of Personal Data and return any existing copies of the data, unless an Applicable Data Protection Law requires that the Personal Data be stored.
2. The subject-matter, duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of Data Subjects are set out within the Contract and / or shall be completed via a separate supplier due diligence report (which may form part of an audit) which shall be completed with the assistance of the Supplier no more than once per annum.
3. Supplier shall maintain a record of all categories of Processing carried out on behalf of CPA in the performance of this Contract and provide reasonable assistance where the Processing requires a data protection impact assessment.
4. Supplier shall obtain consent from CPA prior to using any sub processor and shall enter a written agreement with each sub processor ensuring the agreement with each Sub-processor contains equivalent data protection obligations to those set out within this Schedule 1. The Supplier shall be jointly and severally liable for the acts and omissions of its sub processors as though it were performing the services of each sub processor.
5. Notwithstanding any clause within the Contract, the liability of the Supplier for any claim pursuant to a breach of this Schedule 1, Part 1 shall be limited to the greater of:
 - (a) The total aggregate value of any insurance policy the Supplier holds in relation to a breach of any data protection obligations, or
 - (b) The extent of any monetary penalty apportioned by an relevant authority against CPA resultant to a breach by the Supplier; or
 - (c) The total losses incurred by CPA resulting from a breach by the Supplier of any provision within this Schedule 1, Part 1.

PART 2

CRIMINAL FINANCES ACT 2017

To the extent applicable to the Contract, the Supplier shall and shall procure that persons associated with it or other persons who are performing services in connection with the Contract shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) Promptly report to CPA any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
- (c) Have and shall maintain in place throughout the term of its engagement with CPA such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation any employees).