

CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES

1. DEFINITIONS

1.1 In these Conditions:

- (a) "**Address**" means the delivery address stated in an Order or such other address as the Purchaser may subsequently notify in writing;
- (b) "**Conditions**" means the standard Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and Conditions set out in a purchase order;
- (c) "**Confidential Information**" means information of whatever nature obtained orally or in writing or by demonstration relating to the business, business plans, research, strategy, finances, assets and investors of one Party and any of its clients, prospective clients, suppliers, staff, prospective suppliers or partners; and the applications, systems, property and software and intellectual property rights developed by and/or licensed by/to a Party or any of its clients, prospective clients, suppliers, prospective suppliers or partners or such information which is of determinative significance for a Party's operations or for operations of companies associated with a Party or companies that are customers to the Parties;
- (d) "**Contract**" means the agreement between the Purchaser and the Supplier consisting of the Order, these Conditions and any other documents, or parts thereof, specified in the Order for the sale and purchase of the Goods or supply of the Services;
- (e) "**Correct Invoice**" means a detailed invoice quoting the Purchaser's order number setting out full details of the Goods or Services supplied, agreed prices and any discounts given;
- (f) "**Data**" means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items;
- (g) "**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any statutory



instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated;

- (h) "**Delivery**" means the receipt by the Purchaser of the Goods or performance of the Services at the Address;
- (i) "**Goods**" means all products including hardware, software, any and all materials specified in an Order to be supplied in accordance with the Contract;
- (j) "**Order**" means the Purchaser's purchase order incorporating these Conditions together with all the documents attached or referred to therein;
- (k) "**Personal Data**" means the definition prescribed under relevant Data Protection Legislation;
- (l) "**Price**" means the price exclusive of Value Added Tax payable to the Supplier by the Purchaser under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
- (m) "**Purchaser**" means Six Degrees Technology Group Limited, company incorporated in England and Wales (registration number 03036806) and having its registered office at Commodity Quay, St Katharine Docks, London E1W 1AZ;
- (n) "**Services**" means the services or work specified in an Order to be supplied in accordance with the Contract;
- (o) "**Supplier**" means the named party specified in an Order.

2. BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or Services at the Price stated in the Order and subject to these Conditions.
- 2.2 No Contract shall be concluded until the Supplier either expressly by giving notice of its acceptance to the Purchaser, accepts the Purchaser's offer.
- 2.3 In absence of any other signed agreements for Goods or Services with the Supplier, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.
- 2.4 Subject to Condition 22, no variation or addition to these Conditions or an Order or the Contract shall be binding upon the Parties unless agreed in writing between an authorised representative of the Purchaser and an authorised representative of the Supplier.
- 2.5 Subject to any amendment in accordance with Condition 2.4 these Conditions embody the entire understanding of the parties and override any prior promises, undertakings or representations.



3. CANCELLATION OF ORDER

- 3.1 The Purchaser may cancel all or part of a Contract by providing no less than 30 days' written notice to the Supplier prior to delivery of the Goods and or performance of the Services, provided such Goods or Services are not bespoke to the Purchaser's requirements.
- 3.2 In the event a Contract is cancelled pursuant to clause 3.1, Purchaser shall be liable to pay to the Supplier, fair and reasonable compensation for work-in-progress carried out by the Supplier at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

4. PRICE

- 4.1 The price payable for the Goods or the Services shall be that stated on the Order and unless otherwise so stated, shall be:
- (a) exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);
 - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address and any taxes, levies or duties other than Value Added Tax.

5. DELIVERY

- 5.1 The Goods and or Services shall be delivered at the Address on the date or within the period stated in the Order.
- 5.2 The time of delivery of the Goods and of performance of the Services shall not be the essence of the Contract.
- 5.3 Each delivery of Goods will be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Order number.
- 5.4 All Goods and Services shall be delivered or performed at the Address specified in the Order. If Goods or Services are incorrectly delivered or performed, the Supplier's liability shall be limited to effecting redelivery or re-performance at the correct Address and for any additional reasonable expense occurred in delivery or performance at the correct Address.
- 5.5 The Supplier shall supply the Purchaser on delivery of the Goods or performance of the Services with all operating, maintenance, repair and safety data sheets and instructions and other information as are necessary for the safe operation of the Goods which are required to enable the Purchaser to accept delivery of the Goods or performance of the Services.
- 5.6 In the event that delivery of the Goods or Services are delayed, the Supplier shall duly notify the Purchaser and shall use all commercially endeavours to mitigate any losses incurred as a result of such delay.
- 5.7 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with these Conditions.



- 5.8 Unless otherwise specified in an Order, the Purchaser shall have ten (10) working days to inspect Goods and Services whereupon the Purchaser will be deemed to have accepted the Goods and Services pursuant to a Contract.

6. PAYMENT

- 6.1 The Purchaser will pay for the Goods or Services no later than thirty (30) days from the date of a Correct Invoice.
- 6.2 It is the Purchaser's responsibility to ensure that each invoice is a Correct Invoice.
- 6.3 The Purchaser shall duly pay all invoices in connection with these Conditions, without offset or deduction.
- 6.4 Any Goods sold shall be on the basis that risk transfers to Purchaser on delivery, but legal title to the Goods shall not pass until Supplier has received payment in full. Purchaser irrevocably agrees that Supplier may upon reasonable notice enter its premises during Business Hours to recover goods to which Supplier retains title, if Purchaser is in breach of its obligations under these Conditions.
- 6.5 The Purchaser shall have fifteen (15) days to dispute an invoice. The parties to comply with the dispute resolution process in clause 13 of these conditions.

7. QUALITY, QUALITY CONTROL AND INSPECTION

- 7.1 The quantity, quality and description of the Goods and Services shall be as specified in the Order or in any applicable specification supplied by the Supplier.
- 7.2 If, as a result of inspection or testing pursuant to clause 5.8, the Purchaser is not satisfied that the Goods or Services will comply in all respects with the Contract and the Purchaser so informs the Supplier within ten (10) days of delivery, the Supplier shall take such steps necessary to ensure compliance.
- 7.3 Any test and inspection certificates that are required by an Order shall be provided by the Supplier without charge.

8. WARRANTIES AS TO GOODS AND SERVICES

- 8.1 Each party warrants that it will not materially violate any term or condition of any agreement that such party has with any third party and that the officers executing the Order are authorised to bind such party to these Conditions.
- 8.2 Supplier warrants that Services will be performed with reasonable skill and care and it will be provided substantially in accordance with the Order.
- 8.3 Supplier warrants that any Goods supplied shall be in compliance with any and all third-party manufacturer specifications. All other warranties in respect of fitness for purpose, merchantability, noninfringement and satisfactory quality are hereby excluded.



9. INDEMNITY

- 9.1 The Supplier shall indemnify the Purchaser fully and shall keep the Purchaser fully indemnified against and all direct loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Purchaser or in connection with any breaches of any warranty or undertaking provided by the Supplier in relation to the Goods or Services in these Conditions.

10. INSURANCE

- 10.1 The Supplier shall effect and maintain and shall require any and all third party sub-contractors to effect and maintain throughout the continuance of the Contract insurance policies with insurers, available upon the Purchaser's reasonable request.

11. INTELLECTUAL PROPERTY

- 11.1 All patents, copyright, design rights and other intellectual property rights ("**IP Rights**") in all Data prepared or supplied by the Purchaser to the Supplier shall remain the property of the Supplier. The Supplier hereby grants a non-exclusive, irrevocable, royalty-free licence to the Purchaser to use, copy or modify such Data provided it is to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract.

12. DATA PROTECTION

- 12.1 Both Parties will fully comply with all applicable requirements of Data Protection Legislation. In relation to data transfers with EU countries, if required and on request, Supplier will enter into the Standard Contractual Clauses as published by the European Commission with Purchaser.
- 12.2 The Parties acknowledge that depending on the Services being provided, Supplier will be either a Data Controller, a Data Processor or both under these Conditions.
- 12.3 To the extent that Supplier is required to process Personal Data on behalf of Purchaser as a Data Processor, the Parties shall comply with their responsibilities as set out in Schedule 1 (Data Processing), in addition to what is agreed in the Order form for the processing of Personal Data.
- 12.4 Supplier shall comply with RIPA 2000 and Purchaser consents to Supplier doing all such acts as may be necessary to comply with such requirements.

13. DISPUTE RESOLUTION

- 13.1 The Parties agree to use reasonable endeavours to resolve any dispute or claim relating to these Conditions in accordance with this Clause 13 in good faith. Each Party must follow the procedures in this Clause 13 before starting court proceedings (except for urgent injunctive or declaratory relief).
- 13.2 If a dispute or claim arises between the Parties that cannot be resolved promptly between the Parties at an operational level, either Party may notify the other Party of a formal dispute. Each Party must nominate a senior executive to meet within fifteen (15) days of the date of the notice (or any other agreed period) to resolve the dispute or claim. In the event that the dispute is still



not resolved the parties may refer the dispute to Ofcom to decide under Section 186 of Communications Act 2003 whether it is appropriate for them to handle the dispute.

14. CONFIDENTIALITY

- 14.1 Each Party shall keep confidential and shall not make available or disclose the Confidential Material of the other Party to any person, or make or permit any use of such Confidential Material without the prior written consent of the other Party, except that such Confidential Material may be made available or disclosed to and used by those, and only those, of the staff of the receiving Party as are required for the purpose of fulfilling the receiving Party's obligations under these Conditions. Each Party shall take all reasonable steps to ensure that any such Confidential Material disclosed to any person in accordance with this clause is treated as confidential by the person to whom it is disclosed and shall require its subcontractors to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Material than those imposed upon under these Conditions.
- 14.2 Nothing in this clause shall prevent either Party from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law; provided, however, that a Party shall, if legally permitted, give the other Party prior reasonable notice as soon as possible, of such required disclosure so as to enable the other Party to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure.
- 14.3 The provisions of this Clause shall not apply to any Confidential Material which:
- (a) is or becomes commonly known within the public domain other than by breach of this Framework Agreement;
 - (b) is obtained from a third Party who is lawfully authorised to disclose such information free from any obligation of confidentiality; or
 - (c) is independently developed without reference to any Confidential Material.
- 14.4 This clause 14 shall survive for two (2) years post-termination of this agreement for any reason.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of god, act of government or state, war, fire, civil commotion, insurrection or industrial action of third parties out with the control of the Supplier.

16. TERMINATION

- 16.1 Either party shall have the right to immediately terminate the Contract if the other party:
- (a) commits a breach of any of the terms of the Contract;



- (b) becomes bankrupt or holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a supervisor, receiver, administrator, administrative receiver appointed over or has any distress execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation;
- (c) ceases or threatens to cease to carry on its business or trade.

16.2 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

17. REMEDIES

17.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled (whether or not any part of the Goods or Services have been accepted by the Purchaser):

- (a) to require the Supplier at the Supplier's expense to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within thirty (30) days or any other period agreed in writing by the Parties.

17.2 In the event, the Goods or Services cannot be repaired or remedied in accordance with clause 17.1, the Supplier shall duly refund the Supplier all amounts paid in connection with the Contract.

18. ASSIGNMENT

18.1 The Supplier shall not assign the Contract nor sub-contract any of its rights or duties hereunder, without the Purchaser's prior written notification.

19. NOTICES

19.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20. SEVERABILITY

20.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.



21. VARIATIONS

- 21.1 Neither Party may vary any of the Conditions of the Contract, unless mutually agreed between the Parties in writing and executed by duly authorised representatives of both Parties.
- 21.2 If the Purchaser notifies the Supplier of any variation to the Contract that would occasion an amendment to the Price, the Supplier shall, within seven (7) days of receipt of such notification, advise the Purchaser in writing of the proposed amount of any such amendment to the Price.
- 21.3 If, in the opinion of the Supplier, any variation in the Contract is likely to prevent the Supplier from fulfilling any of their obligations under the Contract, the Supplier shall notify the Purchaser as soon as reasonably practicable.

22. COMPLIANCE WITH LAW

- 22.1 Each Party shall comply with:
- (a) all Laws and regulations applicable to their respective businesses;
 - (b) all Anti- Bribery and Corruption Laws;
- 22.2 Each party shall:
- (a) have and maintain its own policies and adequate procedures, to ensure compliance with anti- bribery and corruption laws, and will enforce them where appropriate;
 - (b) promptly report to the other Party of any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Contract;
 - (c) immediately notify the other party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first Party (and warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of any agreement); and
 - (d) not use the Services for any activities involving a country subject to comprehensive economic sanctions (including Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of Ukraine), or involving a party in violation of such applicable trade control laws, or that require government authorisation, without first obtaining the written consent of Supplier and the required authorisation.
- 22.3 Any breach of this Clause 22 shall be deemed a material breach of the Contract.

23. GOVERNING LAW

- 23.1 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.



SCHEDULE 1

Data Processing

- 1.1. In the Agreement the terms "**Personal Data**", "**Data Processor**", "**Data Subject**", "**process**", and "**Data Controller**" are as defined in the Data Protection Legislation.
- 1.2. Where Personal Data is processed by Supplier on behalf of Purchaser in performing its obligations under the Agreement, Purchaser is the Data Controller and Supplier is the Data Processor.
- 1.3. Purchaser will: (i) be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed; and (ii) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Supplier for the duration and purposes of the Agreement.
- 1.4. Where Supplier processes Personal Data on behalf of Purchaser, Supplier shall, in respect of such Personal Data:
 - (a) act only on written instructions and directions from Purchaser and shall comply promptly with all such instructions and directions received from Purchaser from time to time;
 - (b) immediately notify Purchaser if, in Supplier's opinion, any instruction or direction from Purchaser infringes the Data Protection Legislation but shall continue processing according to such direction or instruction except to the extent Purchaser withdraws or amends such direction or instruction;
 - (c) not process Personal Data for any purpose other than for the provision of Services to Purchaser and only to the extent reasonably necessary for the performance of the Agreement;
 - (d) not disclose Personal Data to any employee, director, agent, contractor or affiliate of Supplier or any third party except as necessary for the performance of the Services, to comply with Law or with Purchaser's prior written consent;
 - (e) implement all and appropriate technical and organisational measures:
 - (i) to protect the security and confidentiality of Personal Data processed by it in providing the Services; and
 - (ii) to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing; and
 - (iii) as required under Data Protection Legislation to ensure a level of security appropriate to the risk, including as appropriate: (A) the pseudonymisation and encryption of Personal Data; (B) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (C) the ability to restore the availability and access to the Personal Data in a timely manner; and (D) a process for regularly testing, assessing and evaluating the



effectiveness of technical and organisational measures for ensuring and maintaining the security of the processing;

- (f) notify Purchaser without undue delay of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data processed by Supplier on behalf of Purchaser and, if required by Purchaser, permit Purchaser to handle such request and at all times cooperate with and assist Purchaser to ensure its compliance with its obligations under the Data Protection Legislation in relation to such Data Subject requests, including where Data Subjects exercise their rights to (i) access, rectify or erase Personal Data; (ii) restrict or object to the processing of Personal Data; or (iii) the portability of Personal Data. If Purchaser elects not to handle any Data Subject request received by Supplier, Supplier shall comply with such request. In all cases, Supplier shall provide a copy to Purchaser of all Personal Data which it does so disclose.
 - (g) process the Personal Data in accordance with any specified duration, purpose, type and categories of data subjects as set out in the Order Form.
- 1.5. Supplier shall, without undue delay and in any event within 48 hours of becoming aware, notify Purchaser in writing of any actual or suspected accidental, unlawful or unauthorised destruction, loss, alteration, access to, disclosure of or processing of Personal Data ("**Incident**"). Such notice shall include reasonable details of the Incident including without limitation: (i) a description of the Incident; (ii) likely consequences of the Incident; (iii) the number of data subjects affected, number of records affected and the types of records affected; and (iv) the measures taken or proposed to be taken to address the Incident, including measures to mitigate possible adverse effects of the Incident. Supplier shall co-operate fully with any investigation regarding the Incident and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Personal Data in connection with the Incident.
- 1.6. Supplier shall cooperate and provide Purchaser with such reasonable assistance as Purchaser requires in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulatory authority relating to Purchaser's or Supplier's obligations under the Data Protection Legislation.
- 1.7. In relation to Personal Data processed by Supplier under the Agreement, Supplier shall cooperate with Purchaser to the extent reasonably necessary to enable Purchaser to adequately discharge its responsibility as a Data Controller under Data Protection Legislation, including without limitation that Supplier shall cooperate and provide Purchaser with such reasonable assistance as Purchaser requires in relation to preparation of data protection impact assessments to the extent required under the Data Protection Legislation.
- 1.8. Supplier shall provide such co-operation as Purchaser reasonably considers to be necessary to enable Purchaser to audit and verify Supplier's compliance with this Schedule 1 from time to time. Such co-operation may include helping Purchaser to carry out risk assessments of Supplier's data processing operations, in particular providing information about, and permitting Purchaser to inspect, those operations.
- 1.9. No Personal Data processed by Supplier pursuant to the Agreement shall be exported outside the European Economic Area and/or the UK without the prior written permission of Purchaser.



Where that permission is given it will be conditional on any export being done on the terms of a binding agreement incorporating the EU standard clauses on the transfer of Personal Data from Data Controller to Data Processor entered into between Purchaser and Supplier (or any other valid transfer mechanism under Data Protection Legislation with Purchaser's prior written consent). Supplier agrees to accept any modifications to such standard clauses which are necessary to comply with Laws applicable to such data transfer. Such binding agreement shall be without prejudice to the rights of Purchaser under this Agreement.

- 1.10. On termination or expiry of the Agreement, at Purchaser's request, Supplier shall delete or return to Purchaser all Personal Data processed on behalf of Purchaser, and Supplier shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with Law.
- 1.11. In no event may Supplier subcontract the processing of any Personal Data which Supplier processes on Purchaser's behalf, without the prior written consent of Purchaser. Where that consent is given it will be conditional upon Supplier having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Schedule 2. For the avoidance of doubt, if Supplier engages a sub-processor, Supplier shall remain liable to Purchaser for the performance of the sub-processor's obligations under Data Protection Legislation or any acts or omissions of the sub-processor.
- 1.12. Supplier undertakes to provide training as necessary from time to time to its personnel with respect to Supplier's obligations in this Schedule 2 to ensure that its personnel are aware of and comply with such obligations.
- 1.13. Supplier shall ensure that any Supplier personnel with access to Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Personal Data.
- 1.14. Purchaser agrees and acknowledges that Supplier is reliant upon Purchaser for direction as to the extent to which Supplier is entitled to use and process Personal Data disclosed by Purchaser. Accordingly, Supplier shall not be liable for any claim brought by a Data Subject arising from any act or omission by Supplier, to the extent that any such act or omission results from Purchaser's instructions.