

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Definitions In this Contract: **"Affiliate"** means, in relation to the Customer any entity which, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control, and is trading as the Customer from time to time. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of the Contract; **"Applicable Laws"** means all relevant applicable laws, statutes, regulations from time to time in force including, but not limited to, laws related to bribery, corruption, tax invasion, Modern Slavery Laws and disability legislation including, but not limited to, the EU Accessibility Directive (EU) 2019/882 (and any subsequent amendments to the directive) where the Customer and Supplier operates or where this Contract is being fulfilled; **"Central Bank"** means the central bank of the country where the Customer is located; **"Customer"** means the Verian company specified in the PO in the "Bill to" field; **"Conditions"** means these terms and conditions; **"Contract"** means the contract between the Customer and the Supplier comprising these Conditions and the PO; **"Control"** means (i) possession, direct or indirect, of the power to direct the management or policies of such entity, whether through ownership of voting securities, by contract relating to voting rights, or otherwise or (ii) ownership, direct or indirect, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such entity; **"Customer Indemnitees"** has the meaning given in Clause 16; **"Data Protection Laws"** means laws which relate to personal data in the countries where the Customer and Supplier operate or where this Contract is being fulfilled; **"Delivery Date"** means the date specified on the PO in the column headed "Needed by"; **"Delivery Site"** means the place specified as the "Ship to" address if any in the PO; **"Fees"** means fees specified in, or calculated in accordance with the PO; **"Goods"** means the goods specified in the PO; **"Insolvency Event"** means the relevant party is unable to pay its debts as they fall due, or an order is made or a resolution is passed for the winding up of that party, or the relevant party has a receiver or administrator or equivalent appointed over the whole or any part of its assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding up or administration order, or if the relevant party makes an arrangement with creditors, or is subject to any bankruptcy process or proceeding, or the relevant party undergoes a process that is similar or equivalent to any of the foregoing in any jurisdiction; **"IPRs"** means all intellectual property rights (and applications for the same) anywhere in the world, whether registered or unregistered, including patents, rights in inventions (whether patentable or not), trade marks (including any goodwill acquired in such trade marks), copyrights (including rights in computer software and databases), database rights, design rights, rights in know-how, confidential information and trade secrets, and all other equivalent or similar rights or forms of protection; **"Modern Slavery Laws"** means laws in the country where the Customer and Supplier operates or where this Contract is being fulfilled, relating to human trafficking, forced or compulsory labour, debt bondage, bonded labour, or any other form of modern slavery; **"PO"** means the purchase order and/or statement of work issued by the Customer and accepted by the Supplier that incorporates these Conditions by reference; **"Party"** means in relation to the Contract, the Customer or the Supplier; **"Price"** means the price specified in the PO; **"Services"** means the services specified in the PO; **"Supplier"** means the supplier specified in the PO; **"Supplier Personnel"** means the Supplier's subcontractors, directors, officers, employees, workers, agents, individual contractors and other personnel of the Supplier or any of its subcontractors; **"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment Regulations) 2006, the European Community Council Directive 2001/23 EC on the approximation of the laws of the European Union member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses (referred to as the Acquired Rights Directive) and any national laws implementing the same or any successor legislation in force from time to time or any other laws or regulations of any national, state, provincial or federal government or local government that require or operate to transfer between legal persons the employment or engagement or the contracts of employment or engagement of employees or workers on the transfer of an undertaking or part of an undertaking or a service provision change or any similar legislation in the jurisdictions where the Customer and Supplier are located or where this Contract is being fulfilled and **"Working Day"** means any day (other than a Saturday or Sunday or bank holiday in the territory in which the parties are located) when the clearing bank in such territories are open.

2. The Contract: These Conditions govern the Contract to the entire exclusion of all other terms or conditions and supersede all previous agreements relating to the same subject matter. Any additional terms and conditions provided by the Supplier to the Customer shall be invalid and shall not form part of the Contract, unless specifically agreed to in writing by the Customer's authorised representative. To the extent there is any conflict or inconsistency between these Conditions and the PO, these Conditions shall have priority. The Supplier acknowledges that it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) made by the Customer other than as expressly set out in this Contract.

3. Supply of Goods: **3.1** The Supplier shall supply the Goods and perform its obligations under this Contract in accordance with best industry practice and the terms of this Contract. The Supplier shall ensure that Supplier Personnel are suitably qualified, adequately trained and capable of performing the tasks and responsibilities assigned to them and that they comply with any workplace policies in effect at the Delivery Site and at any premises used or occupied by the Customer where the Services are performed. **3.2** The Supplier shall: (a) deliver the Goods to the Delivery Site during normal business hours on or before the Delivery Date. Time shall be of the essence of delivery; and (b) ensure that a packing list referencing the applicable PO number accompanies all shipments and that all boxes, packages, shipping memoranda, invoices and correspondence reference the applicable PO number.

4. Risk and Title: Risk in Goods shall pass to the Customer on complete unloading of the Goods at the Delivery Site ("Delivery"), and title shall pass to the Customer on Delivery or, if sooner, on payment of the Price for the Goods.

5. Excess Goods: If the Supplier delivers Goods in excess of the number ordered or purchased by the Customer under the Contract, the Customer may elect to keep or reject the excess. If the Customer elects to keep the excess, title in the excess Goods shall pass to the Customer on Delivery. If the Customer rejects the excess, it shall notify the Supplier in

writing, title and risk in the excess Goods shall remain with the Supplier, and Clauses 9.3 (a), (b), (c) and (d) shall apply.

6. Supply of Services: The Supplier shall: (a) perform the Services with the highest level of care, skill and diligence in accordance with best industry practice; (b) co-operate with the Customer in all matters relating to the Services; (c) ensure all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them; (d) comply with the Customer's instructions; and (e) obtain and at all times, maintain all necessary licenses and consents needed to perform and deliver the Services to the Customer.

7. Cancellation: The Customer may cancel this Contract in whole or in part in relation to: (a) Goods, by written notice to the Supplier at any time before Delivery; and (b) Services on not less than 10 days' prior written notice to the Supplier.

8. Supplier's Undertakings: The Supplier warrants, represents and undertakes that: (a) it has full right, title and authority to sell the Goods and provide the Services in accordance with this Contract; (b) it sells the Goods free from all liens, charges and encumbrances; (c) the Goods will be brand new and unused on Delivery and will conform to this Contract, any samples provided to the Customer by the Supplier and any description or specification referred to in the PO or made generally available to the public; (d) without limiting (c) of this Clause, the Goods will be of satisfactory quality, fit for any purpose made known to the Supplier expressly or by implication, and will be free from all defects in materials, design and workmanship; (e) the Goods will conform with all standards referred to in the PO or on the relevant Goods or in any packaging or documentation supplied with the Goods; and (f) the Goods and Services have been or will be produced, provided and sold in compliance with all Applicable Laws.

9. Customer's Remedies: **9.1** Legal acceptance of Goods shall occur only on written notice of acceptance from the Customer to the Supplier. Payment for the Goods, or receipt or signature of a delivery note (or similar document) shall not constitute legal acceptance nor indicate that the Goods conform to this Contract and shall not affect the Customer's right to reject the Goods. **9.2** If there is a breach of Clause 9, whether or not the Customer has accepted the Goods or Services, the Customer may, by notice in writing to the Supplier: (a) reject the relevant Goods or Services and (at the Customer's discretion) all other Goods delivered by the Supplier under the same PO, and Clause 9.3 shall apply; or (b) require the Supplier to repair or replace the relevant Goods or remedy the relevant Services at the Supplier's cost so that they conform with this Contract, in which case the Supplier shall do so as soon as reasonably practicable and in any event within five (5) Working Days after the Supplier's receipt of written notice under this Clause 9.2. **9.3** If the Customer rejects any Goods or Services under this Contract or at law: (a) if the Customer has paid for the rejected Goods or Services, then within five (5) Working Days after receipt of the Customer's written notice of rejection, the Supplier shall refund the Customer the Price and all other sums paid under this Contract for those Goods and/or Services; (b) the Supplier shall not invoice the Customer for the rejected Goods or Services and the Customer shall not be liable to pay for them; (c) the Customer shall either make the rejected Goods available for collection by the Supplier at the Supplier's cost, or return the Goods to the Supplier at the Supplier's cost, and the Supplier shall indemnify the Customer against all reasonable storage costs incurred by the Customer pending collection or return of the rejected Goods; (d) risk in the rejected Goods shall rest with the Supplier from the date of the Supplier's receipt of the Customer's written notice of rejection; and (e) if the Customer buys goods or services in substitution for those rejected by the Customer, the Supplier shall indemnify the Customer from and against the difference between (i) the total Price that would have been payable under this Contract for the rejected Goods and Services, and (ii) the price actually paid by the Customer for substitute goods and services, unless the price in (ii) is lower than the price in (i). **9.4** Rejection of the Goods and/or Services shall be without prejudice to any other right or remedy available to the Customer.

10. Payment: **10.1** The Price for Goods includes all charges for packaging, insurance, carriage and delivery. The Price is exclusive of sales or similar taxes, which shall be invoiced at the prevailing rate at the time the invoice is submitted.

10.2 The Supplier may invoice the Customer for Goods following Delivery, and for the Services, as specified in the PO.

10.3 Subject to Clause 10.4: (a) the Customer shall pay the Supplier's invoice within sixty (60) days of a valid invoice specifying the correct PO number being received; and (b) the Supplier may charge interest on any undisputed overdue sum at the rate of the Central Bank base rate per annum from the date payment was due until the date of actual payment, whether before or after judgment. The Parties agree this is a substantial remedy for late payment, which should apply in place of any statutory rate of interest on late payments.

10.4 The Customer may: (a) withhold payment for any item on the Supplier's invoice that the Customer reasonably disputes; and (b) set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier under this Contract.

11. Confidentiality: **11.1** The Supplier shall keep strictly confidential and not disclose to any person (except to its employees and individual contractors on a need to know basis for the purpose of performing this Contract) any information that the Supplier receives or obtains in connection with this Contract and that: (a) relates to the business or affairs of the Customer or any of the Customer's affiliates or clients; or (b) is marked as confidential; or (c) would appear to a reasonable person to be confidential or proprietary from the nature of the information or circumstances in which it was disclosed or obtained. Without limiting the foregoing, the Supplier shall use the same degree of care to protect such information as it uses to protect its own confidential information, but in no circumstances less than reasonable care. **11.2** The obligations in this Clause 11 shall not apply to information that: (a) was already known to the Supplier without an obligation of confidentiality at the time the Supplier obtained the information under or in connection with this Contract; (b) is publicly known or becomes publicly known through no wrongful act of the Supplier; or (c) is approved for release by written authorisation of the Customer. **11.3** The obligations in this Clause 11 shall survive five years from the date of expiry or termination of this Contract, except in the case of trade secret information, in which event the obligations shall survive in perpetuity.

12. Publicity: The Supplier will not, without the Customer's prior written consent: (a) make any public announcement or statement that the Supplier provides or has provided Goods

and/or Services to the Customer; or (b) use the name, logo, trademark or symbol of the Customer or any Customer affiliate in any advertising, client lists, press releases, or promotional or marketing material.

13. IPRs: All IPRs developed or created by the Supplier or Supplier Personnel in the course of performing this Contract shall belong to the Customer. The Supplier hereby irrevocably assigns to the Customer and shall cause the Supplier Personnel to assign to the Customer (as a present assignment of future rights) all such IPRs on their creation and shall do all things and execute all documents necessary to give effect to this assignment. The Supplier shall cause Supplier Personnel to waive unconditionally and irrevocably, to the extent permitted by applicable law, all claims they may have now or in the future in any jurisdiction to so-called "moral rights" or rights of droit moral relating to the rights assigned under or pursuant to this Clause.

14. Data Protection and Security: **14.1** Both parties will comply with all applicable Data Protection Laws. **14.2** Insofar as the Supplier is required to process personal data in connection with this Contract the data processing agreement contained within <https://www.veriangroup.com/policies> shall apply. **14.3** The supplier information security obligations contained within <https://www.veriangroup.com/policies> shall apply.

15. Artificial Intelligence: **15.1** The Supplier shall disclose in writing to the Customer if artificial intelligence is used in or forms part of the Services. **15.2** Customer reserves the right to refuse the use of artificial intelligence or other machine learning in the creation or provision of the Services. **15.3** The Customer has the right to terminate the Contract with immediate effect at no cost to the Customer should the Supplier fail to comply with Clause 15.1. For avoidance of doubt, this shall not affect any other remedy available to the Customer at law.

16. Indemnity: The Supplier shall indemnify, defend and hold harmless the Customer, Customer affiliates and the Customer's and its affiliates' directors, officers, employees, workers, agents and individual contractors ("Customer Indemnitees") from and against all losses, claims, liabilities, costs and expenses that Customer Indemnitees suffer or incur in connection with (a) death or personal injury to any person or damage to tangible property caused by (i) the Supplier's or any Supplier Personnel's act or omission or (ii) the Supplier's breach of this Contract; (b) breach of any Applicable Law or regulation resulting from the Supplier's use of artificial intelligence in the Services; and/or (c) any claim by a third party that a Customer Indemnitee's use or receipt of the Goods or Services infringes the IPRs of any third party. The Customer shall have the right, at the Supplier's cost and using the Customer's own counsel, to participate in the defence of any claim covered by the indemnity in this Clause.

17. Liability: **17.1** The exclusions and limitations in this Clause 17 do not apply to: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be excluded or limited by law. **17.2** Neither party shall be liable to the other for any indirect or consequential loss suffered or incurred by the other under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise. **17.3** Notwithstanding Clause 17.2, the following types of loss if suffered or incurred by the Customer or its Affiliates as a consequence of the actions or omissions of the Supplier are agreed to be direct losses that may be recovered: loss of profit, wasted expenditure, additional costs and expense of procuring goods or services in substitution for Goods and Services that should have been provided by the Supplier under this Contract, and loss of anticipated savings.

17.4 Subject to Clauses 17.1 and 17.2, the Customer's total and aggregate liability under this Contract whether in contract, tort (including negligence) or otherwise shall not exceed the total Price for Goods and Services under this Contract.

18. Termination: **18.1** The Customer may terminate this Contract: (a) for convenience by giving not less than thirty (30) days' written notice to the Supplier; or (b) if (i) the Supplier is in material breach of this Contract and the breach is irremediable, or the Supplier fails to remedy the breach within thirty (30) days after receipt of written notice to do so; (ii) the Supplier suffers an Insolvency Event; or (iii) the Supplier breaches any of the following Clauses: Clause 11 (Confidentiality); Clause 14 (Data Protection and Security); Clause 15 (Artificial Intelligence); Clause 21 (Compliance with Applicable Laws, Codes and Policies); and Clause 22 (Modern Slavery). **18.2** The Supplier may terminate this Contract by written notice to the Customer: (a) if the Customer suffers an Insolvency Event provided termination is permitted under and effected in accordance with applicable law; or (b) in the circumstances set out in Clause 19 (Force Majeure). **18.3** The following Clauses shall survive termination or expiry of this Contract: Clause 5 (Excess Goods), Clause 11 (Confidentiality) (subject to Clause 11.3), Clause 16 (Indemnity), Clause 17 (Liability), this Clause 18.3 and Clause 24 (General).

19. Force Majeure: **19.1** The Contract (including the Customer's obligation to make payment in accordance with the Contract) shall be suspended in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, pandemic, fire, explosion, accident, flood, sabotage; governmental decisions or actions. **19.2** the affected party shall use all reasonable endeavours to mitigate the effect of the force majeure on the performance of its obligations. **19.3** If an event of force majeure continues for a period in excess of one (1) month, either party may give written notice to the affected party to terminate this Contract immediately provided the Supplier delivers the Goods and Services completed prior to the force majeure taking place to the Customer to.

20. Assignment and Subcontracting: **20.1** The Customer may, with notice to the Supplier, assign, subcontract or novate this Contract or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (1) an Affiliate, (2) the Customer's successor pursuant to a merger, reorganisation, consolidation or sale or (3) an entity that acquires all or substantially all of that portion of the Customer's assets or business for which the Supplier's Services were acquired or are then being used. **20.2** The Supplier shall not assign, transfer or subcontract any of its rights or interests hereunder or the performance of its obligations under the PO to a third party without the Customer's prior written consent. The Customer's approval shall not constitute a waiver of any rights the Customer may have based on the Supplier's representations and warranties. **20.3** The Supplier shall be fully responsible for all acts and omissions of its subcontractors. Nothing in this Contract shall be construed to create any contractual relationship between the Customer and any

subcontractor, nor any obligation on the part of the Customer to pay or to ensure the payment of any money due any subcontractor.

21. Compliance with Laws, Codes and Policies: **21.1** The Supplier and the Supplier Personnel shall: (a) comply and ensure all Goods and Services comply with all Applicable Laws; (b) not do or omit to do anything which would constitute an offence under the Applicable Laws or that will place the Customer in breach of any Applicable Laws; (c) have in place policies and procedures to ensure compliance with this Clause 21 and enforce them where appropriate; (d) disclose such policies and procedures to the Customer and allow it to audit compliance; and (e) report any breach of this Clause 21 or any significant breach of the policies and procedures required under this Clause 21 to the Customer immediately. The Supplier warrants, represents and undertakes that it has never been convicted of, nor entered into any settlement with an enforcement agency for an offence related to the Applicable Laws. **21.2** The Supplier shall comply with all relevant Supplier Policies, including the Supplier Code of Conduct available at <https://www.veriangroup.com/policies>.

22. Modern Slavery: The Supplier warrants, represents and undertakes that neither the Supplier nor any Supplier Personnel has: (a) committed an offence under any Modern Slavery Laws ("Offence"); (b) been notified that it is subject to an investigation relating to an alleged Offence or prosecution under any Modern Slavery Laws; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Offence or prosecution under any Modern Slavery Laws. The Supplier shall comply with all applicable Modern Slavery Laws and shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it or any Supplier Personnel have breached or potentially breached this Clause 22.

23. Transfer of personnel: **23.1** The parties expect that the Transfer Regulations will not apply on the commencement of the Services or any part of them by the Supplier ("Entry"), or when the Supplier and/or any subcontractor stops providing the Services, or any part of them ("Exit"). **23.2** If (1) the Transfer Regulations apply in respect of any person on Exit, or (2) any person asserts that: (a) they are or should be employed either by the Customer or by a third party (and/or any subcontractor appointed by a third party) engaged to provide services which are the same as or similar to the Services (an "Incoming Supplier") (i) as a result of the Transfer Regulations, or (ii) for some other reason connected with the provision of the Services; or (b) that the Customer and/or an Incoming Supplier has otherwise inherited liability as a result of the Transfer Regulations in connection with Exit, then the Supplier will indemnify and hold harmless the Customer and any Incoming Supplier against all Losses arising out of or in connection with:

(a) such person's employment or engagement with or termination of employment or engagement by the Supplier and/or any subcontractor, or their (actual or alleged) employment or engagement with or termination of employment or engagement by the Customer and/or an Incoming Supplier; and (b) any claim or assertion that the Customer and/or an Incoming Supplier is liable for any breach of the Transfer Regulations.

24. General: **24.1** A waiver must be in writing and signed by an authorised representative of the waiving party to be effective. A failure to require the strict performance of any obligation under this Contract or a failure to exercise (or a delay in exercising) any right or remedy under this Contract shall not constitute a waiver of that obligation, right or remedy. **24.2** All remedies in this Contract are cumulative and in addition to (not in lieu of) any other remedies available to a party at law or in equity. **24.3** Any variation to this Contract must be in writing and signed by an authorised representative of each party. **24.4** If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Contract. **24.5** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or, constitute any person as the agent of another, nor authorise a party to make or enter into any commitments for or on behalf of the other. **24.6** The Customer may recover losses suffered or incurred by its Affiliates and/or Customer Indemnitees in connection with this Contract as if such losses were suffered or incurred by the Customer, and a Customer Indemnitee may enforce Clause 16, but otherwise, a person who is not a party to this Contract shall not have any right to enforce it. The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate this Contract, or to assign or transfer any rights or obligations, or to grant any waiver under or in connection with this Contract, at any time. **24.7** If the Customer sells or otherwise divests an Affiliate or a business unit (a "Divested Entity"): (a) any licences granted under the Contract shall extend to the Divested Entity; (b) if the Customer requests, the Supplier shall continue to perform the Contract for the Divested Entity; (c) the Fees payable by the Customer shall be calculated and stated in the Supplier's invoices apportioned between the Customer and the Divested Entity on the basis specified by the Customer; and (d) if the Divested Entity decides not to take the benefit of the Supplier's performance of the PO, the Customer shall only be liable to pay a proportion of the Fees calculated pro rata to reflect the reduction in scope or performance of the Contract. **24.8** Any notice required to be given under this Contract shall be in writing and shall be validly served if sent to the other at the address specified below (or to such other address of a Party as such Party may notify the other in accordance with this Clause): (i) by hand; (ii) by registered first class post; (iii) by recorded delivery; or (iv) by email. Notices sent by hand shall be deemed to be served on the day when they are actually received. Notices sent by registered first class post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. Notices sent by email shall be deemed to have been served if sent by email, 5pm on that Working Day (or the following Working Day if not sent on a Working Day) if sent to the correct email address and no notice of delivery failure is received. Any notice given under the contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party in writing. In the case of notice given by the supplier a copy shall be sent to legalsupport@veriangroup.com. **24.9** This Contract and any dispute, controversy, proceedings or claims of whatsoever nature arising out of or relating to this Contract shall be governed by and construed in accordance with the laws of the country in which the Customer is located and the courts of that country shall have jurisdiction. That country's choice of law provisions (if any) is expressly excluded.