

GLOBAL'S PURCHASE ORDER TERMS & CONDITIONS

Effective October 2023



1. DEFINITIONS

"AWR 2010" means the Agency Workers Regulations 2010 (SI 2010/93);

"Confidential Information" means all technical or commercial know-how, specifications, inventions, processes or initiatives disclosed (whether in writing, orally or by another means and whether directly or indirectly and whether or not marked as confidential) on or after execution of the Contract which are of a confidential nature and have been disclosed to either party by the other party, its employees, agents or subcontractors, and any other confidential information concerning either party's business, its products and services including, but not limited to, information relating to the either party's products, operations, manufacturing or other processes, plans or intentions, price or product information, design rights, trade secrets, market opportunities and business affairs and any other information of a confidential nature which shall be designated as such by either party from time to time;

"Contract" means the contract between Global and the Supplier for the provision of Products and/or Services as constituted by the Purchase Order, these Terms and Conditions and, where appropriate, any specification, description, drawing or sample of the Products and/or Services or other document referred to in the Purchase Order;

"Data Controller", "Data Processor" and "Supervisory Authority" have the meanings given to them in the applicable UK Data Protection Legislation;

"Data Protection Legislation" means the UK Data Protection Legislation and any other applicable data protection and privacy legislation and regulatory requirements in force from time to time;

"Defect Rectification Period" means 12 months after provision of the Service or delivery of the Product;

"Documentation" means any aspect of the Supplier's and/or their sub-contractors' documents, including meeting minutes, costs and expenses, claims, variations and financial arrangements, accounts, operating manuals, maintenance manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, without limitation, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, purchase orders, manufacturers' specifications and details and any other functional specifications, and all other related materials in either readable or electronic form, and complete or partial copies of the foregoing, relating to the Products and/or the Services;

"GDPR" means the General Data Protection Regulation ((EU) 2016/679);

"Global" means Global Media Group Services Limited a company registered in England and Wales with registered number 03296557, VAT number GB 649 417 019 and whose registered office is at 30 Leicester Square, London, WC2H 7LA;

"Global Companies" means Global Media & Entertainment Limited, Global Entertainment and Talent Group Limited, Global Academy UTC Trust Limited, Global Charities or any entity or association which from time to time is directly or indirectly

controlled by, controlling or under common control with any of the aforementioned or in which any of the aforementioned otherwise have an interest, together with the directors and shareholders of such entities;

"IPR" means any patents, utility model rights, database rights, performance rights, copyright, trademarks, trade secrets, service marks, trade, business and domain names, database rights, design rights, topography rights, computer software rights, moral rights, goodwill and the right to sue for passing off, rights in any Confidential Information and all other similar or analogous rights, in each case whether registered or unregistered and including all applications for and renewals and/or extensions of such rights in each case in any part of the world, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

"Legislation" means any statute, enactment, directive, regulation, law, standard or code including any orders in Council, orders, rules, regulations, instruments, schemes, warrants, bylaws, directives or codes of practice issued pursuant thereto;

"Personal Data" has the meaning given to this term in the applicable Data Protection Legislation;

"Premises" means premises where the Products and/or Services are being supplied or performed;

"Price" means the amount to be paid for the Products and/or Services as specified in the Purchase Order;

"Products" means any item or product or deliverable (including any part of them) to be supplied under the Purchase Order;

"Purchase Order" means a completed purchase order form, or statement of work, issued by Global for Products and/or Services;

"Services" means any services (including any part of them) to be performed at the place and in the time frames specified in the Purchase Order;

"Supplier" means the person, firm or company indicated as supplier of the Products and/or Services on the Purchase Order;

"Supplier Personnel" means those employees of the Supplier, who are either partially or fully engaged in the provision of the Products and/or Services by the Supplier under the Contract (including any who are off sick or on leave of any kind) as well as any individual who is willing, able and suitable to provide the Products and/or Services, not as an employee of Global, and includes those who are or may be deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010;

"Terms and Conditions" means these standard terms and conditions;

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (as amended); and the regulatory requirements of the ICO; and

"UK GDPR" means the GDPR as retained in UK law pursuant to the European Union (Withdrawal) Act 2018.

GLOBAL'S PURCHASE ORDER TERMS & CONDITIONS

Effective October 2023



2. APPLICATION OF TERMS

- 2.1 The Contract contains the terms and conditions upon which Global will deal with the Supplier and they shall govern the supply of the Services and/or Products by the Supplier to the exclusion of all other terms and conditions. Where Global and the Supplier have signed a separate written agreement for the supply of Products and/or Services the terms of that written agreement shall prevail over these Terms and Conditions in the event of conflict.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement or acceptance of this Contract or the Purchase Order, specification or similar document provided by the Supplier shall form part of this Contract. The Supplier acknowledges that the Contract takes precedence over and replaces any and all other terms and conditions even to the extent they do not conflict. In the event of any conflict between any specific terms in the Purchase Order and these Terms and Conditions, the Purchase Order will prevail.
- 2.3 The supply of any Products or commencement of the Services by the Supplier shall constitute acceptance of this Contract (including these Terms and Conditions) by the Supplier.
- 2.4 The Supplier shall comply with and adhere to Global's Supplier Code of Conduct (click here: <https://global.com/wp-content/uploads/2022/02/Global-Supplier-Code-of-Conduct.pdf> as amended from time to time, at all times throughout the duration of the Contract.
- 2.5 It is a condition of this Contract that Supplier obtains and maintains such supplier accreditations as required by Global which may include, but are not limited to, the Alcumus SafeContractor or SafeSupplier accreditation. Failure to maintain such accreditation where required by Global shall be a material breach of this Contract.
- 2.6 The parties agree that any Global Company shall be entitled to enforce any obligation placed on the Supplier or take advantage of any right granted to Global as though the Global Company were a party to the Contract.

3. QUALITY AND TESTING

- 3.1 Without prejudice to any implied terms and conditions, warranties or terms, the Supplier warrants that;
- (a) the Services will be provided with the best skill, care and diligence in accordance with best practice in the Supplier's industry, profession or trade and to the satisfaction of Global;
 - (b) the Products and Services shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and free from defects in provision, design, materials and workmanship;
 - (c) the Products shall meet the description of any agreed sample and otherwise conform with any specification given;
 - (d) the Products and Services shall be fit for any such purpose as made known by Global to the Supplier, and in this respect Global relies on the Supplier's skill and judgment;
 - (e) the Products and Services include all instructions and warnings as may be necessary for their safe use and for Global to comply with its statutory obligations in relation thereto;

- (f) it shall comply with the Supplier Code of Conduct;
- (g) it shall not do or omit to do anything which may cause Global to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Global may rely or act on the Services; and
- (h) the Services will be performed by appropriately qualified and trained personnel.

- 3.2 The Supplier warrants, represents and undertakes that all Products and Services, including the design, manufacture, provision and/or delivery thereof, comply (and will comply at all times) with all relevant Legislation and other legal requirements including those relevant to health, safety and welfare.
- 3.3 The Supplier shall at its own expense carry out any tests and inspections which may be requested by Global to ensure that the warranties contained in this clause 3 are true and accurate.
- 3.4 The Supplier will, upon request by Global, re-perform free of charge any Services or any part thereof which in Global's reasonable opinion fails to meet the warranty requirements set out in this clause 3.
- 3.5 If as a result of any inspection or testing Global, in its sole opinion but acting reasonably, determines that the Products do not or will not conform to the warranties in this clause 3 or any description detailed in the Purchase Order, Global will inform the Supplier in writing. The Supplier must then promptly take all necessary action to ensure conformity and Global has the right to require and witness further testing and inspection.
- 3.6 Notwithstanding clauses 3.3 to 3.5 above and in addition thereto, Global may, at any time, offer and the Supplier will not unreasonably refuse or delay acceptance of, any assistance from Global personnel or authorised representatives to help manage the production and delivery of the Products and/or Services or any part thereof which in Global's reasonable opinion may mitigate any possibility of delay in delivery or re-performance costs. This clause 3.6 is without prejudice to any rights accrued by Global in respect of any breach of the Contract by the Supplier.

4. CHANGE

Global or the Supplier may at any time request to make a change ("**Change**") to the Purchase Order, including (but not limited to) changes in requirement, specification, method of shipment, packing, quantities, and/or time and/or place of provision or delivery. Any change shall be effective only to the extent such change is agreed in writing by or on behalf of each party by an authorised representative.

5. DELIVERY

- 5.1 The Products **shall** be delivered and/or Services provided by the Supplier, at the time and place specified in the Purchase Order or at such other reasonable time or location as otherwise specified by Global in writing from time to time prior to delivery.
- 5.2 Notwithstanding Global's right to reject Products pursuant to clause 5.9, the property but not the risk in any Products shall pass to Global at the time and place of delivery specified in the Purchase Order. Where advance payment is made by Global, the title, but not the risk, in any Products purchased or allocated by the Supplier shall vest in Global when the payment is

GLOBAL'S PURCHASE ORDER TERMS & CONDITIONS

Effective October 2023



made.

- 5.3 Any Products incorrectly delivered shall be promptly re-delivered by the Supplier to the correct destination at the Supplier's expense.
- 5.4 The Supplier must deliver all Products with a detailed, dated, delivery note giving full particulars in writing of the Purchase Order number (if any) and date and the number of packages and contents. If Products are delivered in parts, the note must specify the outstanding balance to be delivered.
- 5.5 The Supplier shall, at its own expense, promptly repair or replace any Products that are lost or damaged in transit to the place of delivery specified by Global.
- 5.6 If Products are delivered to Global in excess of the quantities ordered, Global is not obliged to pay for the excess and any excess will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 5.7 If a date for supply or delivery of a Product or for the performance of part or all of a Service (including any phases, benchmarks, milestones, etc.) is stated in the Purchase Order or agreed in writing between the parties, then time for delivery of Products and/or completion of the Services by the Supplier shall be of the essence and failure to deliver the Products and/or Services in accordance with the provisions of the Purchase Order shall be a breach of the Contract.
- 5.8 If, in accordance with clause 5.7, time for delivery is of the essence, and the Products or Services are not delivered on the due date then, without prejudice to any other rights of Global, it may:
- (a) cancel the Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Products or Services which the Supplier attempts to make;
 - (c) recover from the Supplier any expenditure reasonably incurred by Global in obtaining goods or services similar to the Products or Services in substitution from another supplier; and
 - (d) claim damages for any additional costs, losses or expenses incurred by Global which are in any way attributable to the Supplier's failure to deliver the Products or the Services on the due date.
- 5.9 Global shall have 14 days following delivery of the Products and/or Services in which to either accept or reject the Products and/or Services (the "**Rejection Period**"). Global shall have the right to reject the Products and/or Services or any part thereof if the Products and/or Services are not supplied in accordance with the Purchase Order. Global may reject the Products and/or Services at a later date if a latent defect becomes apparent.

6. PRICE AND PAYMENT

- 6.1 Subject to clause 6.2, the Price shall be as stated in the Purchase Order, and unless stated in the Purchase Order or otherwise agreed in writing by Global, shall be exclusive of value added tax ("**VAT**") but inclusive of all other charges (including delivery charges).
- 6.2 Any variation to the Price stated in the Purchase Order, and any extra charges will only be payable by Global if specifically agreed between the parties in writing.
- 6.3 Global may withhold amounts due to the Supplier equal to any expenditure it has incurred arising out of any failure by the Supplier to rectify any defects in the

Products or Service during the Defect Rectification Period and any monies owed by the Supplier to Global.

- 6.4 Payment of the Price shall be subject to receipt by Global of a valid VAT invoice. All invoices presented to Global must be submitted to globalinvoices@global.com and contain the following information:
- (a) date of issuance;
 - (b) sequential numbering to identify the invoice uniquely;
 - (c) VAT identification number of the Supplier and, in the case of Suppliers within the European Community, the VAT number of Global;
 - (d) full addresses of both the Supplier and Global together with full contact details of the persons at Global arranging the supply of Products and Services;
 - (e) Global's Purchase Order number;
 - (f) a full description of the Products or Services supplied, and the date on which these were supplied;
 - (g) the Price, including any discounts or rebates if not included in the unit price;
 - (h) VAT rate applied and VAT payable; and
 - (i) deduction of the Retention Amount (if applicable).
- 6.5 The due date for payment to the Supplier will be the date Global receives an invoice complying with clause 6.4 above. The final date for payment shall be 30 days from the due date provided that the invoice is not disputed by Global in accordance with clause 6.6.
- 6.6 If Global considers that any amount shown on the invoice does not accord with the amounts due in accordance with the Contract, Global will notify the Supplier setting out the reason for the dispute.
- 6.7 Global is entitled (but not obliged) at any time without notice to the Supplier, to set-off any of the Supplier's liability to Global against any liability of Global to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated, whether or not arising under the Contract, and irrespective of the currency of its denomination). Global may for such purpose convert or exchange any relevant currency at a reasonable rate determined by Global. Any exercise by Global of its rights under this clause 6.7 shall be without prejudice to any other rights or remedies available to Global or the Global Companies.
- 6.8 Any of the Global Companies may satisfy the payment obligations under the Contract.

7. PREMISES

- 7.1 The Supplier will comply with all reasonable requirements relating to access to the Premises, Premises working hours and Premises regulations which are notified to it.
- 7.2 Inability to gain access to the Premises for reasons beyond the control of the Supplier is deemed a circumstance beyond the control of the Supplier for the purposes of clause 14.2.
- 7.3 If conditions on the Premises are not as had been notified to the Supplier in the Purchase Order and could not have been foreseen by a reasonably competent Supplier, then such change in conditions will constitute a Change for the purposes of clause 4.

8. RISK, INDEMNITY, INSURANCE AND LIABILITY

- 8.1 The Supplier shall be responsible for and shall indemnify Global, its employees and agents from and against all expense liability loss and claims whatsoever in respect of death or injury to any person, loss of or damage to property (including loss of or damage to the Products and property belonging to Global or for which it is responsible) or any other loss, damage, cost or expense which may arise out of or in consequence of the provision of the Products and/or Services by the Supplier or of any defective workmanship, quality or materials of the Products and/or Services or of the presence of the Supplier, its employees, agents or sub-contractors on Premises, to the extent that such death injury loss damage cost or expense be caused directly or indirectly by the negligence, breach of contract or breach of statutory duty by the Supplier.
- 8.2 The Supplier warrants, represents and undertakes that the sale, provision or use of the Products and/or Services supplied will not infringe any third party intellectual property right or other protected right. The Supplier indemnifies, and shall keep indemnified, Global from and against all judgments, orders, damages, costs, losses and expenses arising from any alleged or actual infringement of any such right.
- 8.3 Without prejudice to the Supplier's liability under the Contract the Supplier will arrange and maintain throughout the duration of the Contract and for six (6) years after the expiry or termination of the Contract, with an insurer or insurers of repute authorised to underwrite such risks:
- (a) employer's liability insurance in respect of the Supplier's liability for any person in the Supplier's employment in the sum of not less than £10,000,000 (ten million pounds) per incident or such other minimum level as may from time to time be required by law;
 - (b) product liability insurance in respect of the Supplier's liability in the sum of not less than £10,000,000 (ten million pounds) per occurrence, with financial loss extension;
 - (c) public liability insurance which, if requested by Global, is in the joint names of Global Media and the Supplier, which provides indemnity of not less than £5,000,000 (five million pounds) for any one incident or series of incidents arising out of any one event in respect of liability for death of or injury to any person and loss of or damage to property, and to the extent that the Price is greater than £100,000 (in aggregate), such insurance shall be endorsed to provide that no act or omission on the part of the Supplier shall prejudice Global's rights under such policy as principal; and
 - (d) where the Services include professional or design services, professional indemnity insurance in a sum not less than £5,000,000 (five million pounds) for each and every claim.
- 8.4 Upon request by Global, the Supplier will provide evidence that insurance policies are in force to comply with the requirements of this clause 8.
- 8.5 The Supplier shall pay Global all amounts due under the indemnities set out in this clause 8 promptly on receipt of written notice from Global.
- 8.6 Global's liability under or in connection with this Contract shall be limited to the amount of the fees payable by Global hereunder together with any interest properly payable on such amount. This limit shall apply

however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. This clause 8.6 shall not exclude or limit Global's liability for:

- (a) death or personal injury caused by Global's negligence; or
- (b) fraud or fraudulent misrepresentation.

9. REMEDIES

- 9.1 Without prejudice to any other right or remedy which Global may have, including but not limited to the right of rejection referred to in clause 5.9 above, if, in the reasonable opinion of Global, the Products and/or Services fail to comply with the Contract in any respect or if, any time after expiry of the Rejection Period, any latent defect arises, then Global may (at its option):
- (a) request the Supplier (at the Supplier's expense) either to remedy any defect in the Products and/or Services, or to supply replacement Products and/or re-perform the Services and carry out any other necessary work to ensure that the terms of the Purchase Order are fulfilled;
 - (b) reject the Services and/or Products (in whole or in part) and, in the case of Products, return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Products so returned shall be paid forthwith by the Supplier;
 - (c) refuse to accept any further deliveries of the Products and/or Services which the Supplier attempts to make;
 - (d) cancel the Purchase Order in whole or in part, obtain replacement goods or services from another source and claim damages for any costs, losses or expenses so incurred by Global which are in any way attributable to the Supplier's failure to deliver the Products and/or Services in accordance with the Purchase Order;
 - (e) obtain rebates, if not included, on the unit price and on the VAT rate applied and VAT payable; and/or
 - (f) recover from the Supplier any expenditure reasonably incurred by Global in making the Products and/or Services comply with the Contract.

10. TERMINATION

- 10.1 In the event that Global has reason to believe that the Products or Services are not being, or will not be, provided to its satisfaction, Global shall have the right to terminate this Contract immediately (in whole or in part) at any time, whether before or after the Supplier has commenced performance of the Contract, by giving the Supplier written notice, whereupon all work being undertaken in respect of that Purchase Order shall be discontinued. The Supplier shall repay to Global any advance payments made in respect of any Services which have not been undertaken or Products that have not been delivered at the date of termination. The Supplier shall be entitled to invoice Global for fair and reasonable compensation for work that has been provided to Global and reasonable third-party expenses incurred by the Supplier at the time of termination. Such compensation shall not in any circumstances however include loss of anticipated profits or any consequential loss.

10.2 Either party shall have the right at any time by giving notice in writing to the other party to terminate the Contract with immediate effect if:

- (a) the other party commits a material breach of any of the terms of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) any distress, execution or other process is levied upon any of the assets of the other party;
- (c) the other party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the courts for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party;
- (d) the other party ceases or threatens to cease to carry on its business; and/or
- (e) the financial position of the other party deteriorates to such an extent that, in the reasonable opinion of party seeking to rely on this clause 10.2, the capability of the other party adequately to fulfil its obligations under the Contract has been placed in jeopardy

10.3 and in such circumstances, the Supplier shall on notice from Global repay to Global any advance payments made (any such advance payments having been made and held by the Supplier on trust for Global until such time as the Products have been delivered and/or the Services provided) and no compensation shall be payable by Global to the Supplier.

10.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination. The terms and conditions within the Contract which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

11. INTELLECTUAL PROPERTY

11.1 In respect of any goods that are transferred to Global under this Contract, including without limitation the Products or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items (save only in respect of any IPR relating to such Products, for which the provisions of clause 11.2 shall apply), and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

11.2 Except to the extent expressly excluded in the

Purchase Order, the Supplier hereby assigns to Global, with full title guarantee and free from all third-party rights: (i) all IPR of the Supplier in the Products; and (ii) all IPR created or arising as a result of the provision by the Supplier of the Services. To the extent that any Product contains any IPR belonging to a third party the Supplier grants to Global a non-exclusive perpetual, royalty-free, irrevocable licence to use such third party IPR for any purpose, and the right to sub-license such IPR to third parties. The Supplier warrants that it is able lawfully to assign, license and sub-license the IPR referred to in this clause 11.2.

11.3 The Supplier shall obtain waivers of all moral rights in any Products created by or on behalf of the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

11.4 The Supplier shall, promptly at Global's request, do (or procure to be done) all such further acts and things and (at Global's expense) execute all such other documents as Global may from time to time require for the purpose of securing for Global the full benefit of the Contract, including all right, title and interest in and to the IPR assigned to the Customer in accordance with clause 11.2.

12. RECORDS AND AUDIT

12.1 The Supplier will, and will procure that its sub-contractors will, maintain a true and correct set of documents and records including personnel and training records pertaining to all activities relating to their performance of or compliance with the Contract and a complete and orderly documentary record of all transactions entered into by the Supplier for the purposes of the Contract including copies of any Documentation generated by or in the possession of the Supplier, all sub-contracts and all such other information reasonably required by Global.

12.2 The Supplier agrees and will procure that its sub-contractors agree to maintain and retain the Documentation for a period of not less than 6 years after completion of performance under the Contract. Global or any authorised representative will have the right to audit any and all such records at any time during performance of the Contract and during the 6-year period (or such longer period as may be required by law) following completion of performance under the Contract.

12.3 Global may, upon reasonable advance notice and prior arrangement during office hours, enter the Supplier's premises and have access to all records and materials relevant to performance by the Supplier of its obligations under this Contract for the purpose of Global carrying out an audit of the Supplier's activities under the Contract.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 The Supplier may not assign or sub-contract the Contract or any part of it without the prior written consent of Global.

13.2 The Supplier shall be responsible for the observance and performance by Supplier Personnel and shall be directly liable to Global for any breach by any Supplier Personnel of the Contract.

14. FORCE MAJEURE

14.1 Global reserves the right to defer the date of delivery or payment or to cancel the Purchase Order or reduce the volume of the Products and/or Services ordered if it is prevented from or delayed in the carrying on of its

GLOBAL'S PURCHASE ORDER TERMS & CONDITIONS
Effective October 2023



business due to circumstances beyond its reasonable control.

14.2 The Supplier shall not be liable for any failure or delay to deliver the Products and/or complete the Services due to circumstances beyond its reasonable control. However, for this purpose:

- (a) strikes, lockouts and other forms of industrial action by the Supplier's Personnel;
- (b) inability and delay in obtaining supplies of adequate or suitable materials; and/or
- (c) inability and delay in obtaining access to premises, which includes the Premises, where the Supplier is or ought reasonably to be responsible for procuring such access;
- (d) if it is attributable to a failure by the Supplier to comply with the provisions of any disaster recovery and/or business continuity plan; and
- (e) shall not be considered to be matters beyond the Supplier's reasonable control unless Global expressly agrees otherwise in writing.

15. CONFIDENTIALITY AND PUBLICITY

15.1 The parties shall keep in strict confidence all Confidential Information and shall not use the Confidential Information for any purpose other than to perform the obligations of the Contract.

15.2 The parties shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The parties may also disclose the Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

15.3 The Supplier shall comply with any IT and data security requirements set out in Global's Supplier Code of Conduct or as otherwise notified to it by Global from time to time.

15.4 Global may disclose the Supplier's confidential information to other parties which facilitate the administration of Global's business or support Global's infrastructure, Global shall be responsible for preserving the confidentiality of such confidential information.

15.5 The parties shall, at any time at the request of the other party, return all Confidential Information and/or permanently delete the same (where possible) from its systems, including any back-up copies and provide written confirmation to the other party that it has done so.

15.6 The Supplier must not make any announcement or disclosure of information concerning the Contract (including without limitation the existence of the Contract) or any information about its relationship with Global without the prior written consent of Global (excluding any disclosure required by legal, accounting or regulatory requirements).

15.7 The Supplier shall not have any right to use any of Global's or the Global Companies' names, logos or trade marks on any of its products or services or for marketing and promotional purposes without Global's prior written consent.

16. SUPPLIER PERSONNEL

16.1 The Supplier shall procure that all Supplier Personnel attending any of Global's, the Global Companies' or third party's sites in connection with the Contract comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices and regulations.

16.2 The Supplier shall be solely responsible for all matters arising out of any contract of employment or engagement of Supplier Personnel, whether express or implied. The Supplier shall not do (or omit to do) anything which could or could be expected to imply an employment relationship between Global or any Global Company and such Supplier Personnel.

16.3 The Supplier agrees to indemnify Global and hold Global harmless against any actual or threatened loss which Global may suffer as a result of any claim that an employment or other relationship exists between Global or any Global Company and any of the Supplier Personnel or arising out of the Supplier's failure to comply with this clause.

16.4 Without limiting clauses 16.1, 16.2 or 16.3, the Supplier agrees to indemnify Global and hold Global harmless against all losses suffered by Global, either directly or indirectly or which otherwise arise out of or in connection with: (a) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE"); (b) any actual or alleged act or omission by the Supplier of any of its obligations or liabilities, or any other event occurring prior to the termination of the Contract, in relation to Supplier Personnel; and (c) without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination of the Contract or directly or indirectly from TUPE.

17. NOTICES

17.1 All notices under the Contract must be made in writing, in the English language, and be delivered by courier, recorded delivery or email to the address of the other party set out on the Purchase Order (or such other address as may have been subsequently notified in writing).

17.2 Notices to Global must also be sent to legalnotices@global.com and be addressed to the General Counsel.

17.3 A notice shall be deemed to have been served:

- (a) if delivered by courier, at the time of delivery;
- (b) if sent by recorded delivery, 48 hours after posting if the recipient of the notice is within the UK or 5 days if the recipient of the notice is outside the UK; and
- (c) if sent by email, upon transmission to the correct address.

17.4 Where a notice is served by email, such notice must also be confirmed within 48 hours by either courier delivery or posting a copy by recorded delivery to the appropriate address.

17.5 If the date on which a notice is received is not a Working Day, that notice will instead be deemed to be received on the next Working Day. For this purpose, a "Working Day" means a day which is not a Saturday, Sunday or public holiday in England.

18. DATA PROTECTION

18.1 To the extent that a party is a Data Controller of Personal Data under the Contract, it shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation. Any material breach of the Data Protection Legislation in relation to the Contract by one party shall give grounds to the other party to terminate the Contract with immediate effect, unless such breach is capable of remedy in which case the right to terminate will become effective immediately if the breach has not been remedied within 30 days of written notice from the other party.

18.2 To the extent that a party is a Data Processor of Personal Data processed for another party under the Contract, it shall:

- (a) put in place appropriate technical, physical and organisational measures against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, unauthorised disclosure of or access to Personal Data;
- (b) only appoint sub-processor(s) to process the Personal Data with the Data Controller's prior written consent and on equivalent terms as the Contract provided that the Data Processor shall remain fully liable to the Data Controller for the performance of the obligations of any such sub-processor(s);
- (c) not disclose any Personal Data to any third party without the prior written consent of the Data Controller;
- (d) not send the Personal Data outside of the UK without permission of the Data Controller unless authorised in writing to do so by the Data Controller and if so requested will put in place any arrangement deemed necessary to ensure any such transfers are lawful under applicable Data Protection Legislation;
- (e) upon expiry or termination of the Contract, immediately cease to process the Personal Data and shall arrange for its safe return or destruction as shall be agreed with the Data Controller at the relevant time;
- (f) assist the Data Controller to respond to any complaints or requests in relation to the Personal Data;
- (g) ensures that only its employees authorised to process the Personal Data have access to the Personal Data have committed themselves to confidentiality;
- (h) notify, co-operate and assist the Data Controller as soon as reasonably practical, in the event that it receives a request, communication or notice from:
 - i. the Supervisory Authority in respect the performance of its obligations under this agreement;
 - ii. any other regulatory or law enforcement body; and
 - iii. any customer exercising his or her rights under the Data Protection Legislation.

19. GENERAL

19.1 Each right or remedy under the Contract is without prejudice to any other right or remedy whether under

the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable (in whole or in part), the provision shall, to the extent of such illegality or unenforceability, be deemed severable and the remaining provisions of this Contract and the remainder of such provision shall continue in full force and effect.

19.3 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract.

19.4 Other than the Global Companies, no person, company or other entity who is not a party to the Purchase Order has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

19.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19.6 Except as set out in these Terms and Conditions, no variation of these terms and conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised representative of each party.

19.7 A reference to "writing" or "written" includes email.

19.8 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements (save for any associated non – disclosure agreement that may have been entered into between the parties), promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.