BAM UK & Ireland Enabling Services Limited

IT Purchasing Conditions

Version 1 October 2024

Article 1.   **Definitions and applicability**

1. In these IT Purchasing Conditions the following definitions shall apply:
   a) Affiliate: any company controlling, controlled by or under common control with a party, whereby 'control' means the ownership (directly or indirectly) of 50% (fifty percent) or more of the issued share capital of the company in question.
   b) Agreement: the agreement including the Order, and any attachments, annexes or schedules to either, between Customer and Supplier, that is entered into as set forth in article 2;
   c) Agreement Personal Data: Personal Data which is to be processed by the Supplier (including any Sub-Processor) in connection with this Agreement, as more particularly described in the Order.
   d) Authorized User: any person designated by Customer to use the Services and/or Software (which, for clarity, may include any supplier, (sub)contractor, agent or employee of Customer or its Affiliates);
   e) Charges: the charges for the Deliverables and Services set out or referenced in the Order or elsewhere in the Agreement.
   f) Customer: BAM UK & Ireland Enabling Services Limited or any Affiliate thereof named as the Customer in the Order;
   g) Customer Data: any data provided or made available to Supplier by on behalf of the Customer or generated in the use of Software or Services by Customer or which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;
   h) Customisations: any additions, changes, modifications, add-ons or new modules to, new versions or enhancements of and/or interfaces or connecting items of the Software [or Standard Software] which are created upon the specific request of Customer;
   i) Data Protection Laws: any law, and any rule, policy, guidance, code of practice, code of conduct or recommendation (in each case whether or not legally binding) issued by any governmental, statutory or regulatory, which relates to data protection, the processing of personal data, privacy and/or electronic communications and which is in force in the United Kingdom from time to time; and references to "Controller", "Data Subjects", "Personal Data", "processing" and "Processor" have the meanings set out in and will be interpreted in accordance with such laws (and "process" and "processed" will be construed accordingly).
   j) Data Protection Supervisory Authority: any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Laws and any replacement or successor body or person for any such authority from time to time.
   k) Deliverables: any Product, good, material, Software (including the object code and where agreed the source code) and Documentation associated therewith, including any configurations and scripts, modifications and enhancements thereto and all other materials (including specifications, plans, methodologies, reports, processes, designs, systems, documentation, information and equipment), delivered or produced by or on behalf of Supplier in connection with or for the purposes of the Agreement, including as set out or referenced in the Order and all changes and modifications thereto such as new versions, releases, updates and Customisations;
   l) Documentation: all generally available documentation relating to the Software, including user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software, including any functionality, testing, operation or use thereof.;
   m) Exit Plan: as defined in article 18.9;
   n) Expiry Date: the date of completion of provision of the Deliverables or any other date specified as such in the Order;
   o) Force Majeure Event: an act or event beyond the reasonable control of a party and which is not (directly or indirectly) caused by its own acts or omissions. Force Majeure Events impacting Supplier shall not in any case include lack of personnel, strikes, illness of personnel, delays or non-delivery by subcontractors or liquidity or solvency issues;
   p) Good Industry Practice: at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Customer, such supplier seeking to comply with its contractual obligations in full and complying with applicable laws;
   q) Hardware: all physical ICT components, including computers, laptops, printers, smartphones and tablets;
   r) Insolvency Event: in respect of a person: (i) that person is insolvent; or (ii) an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) that person makes any composition or arrangement with its creditors; or (iv) an administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (vi) any event analogous to those listed in limbs (i) to (v) (inclusive) occurs under the law of any other jurisdiction;
   s) IT Purchasing Conditions: the conditions set forth in this document;
   t) Order: the written order (including any attachments, annexes or schedules thereto) from Customer to Supplier referencing these IT Purchasing Conditions in which the Products, Services and/or Deliverables to be provided by Supplier to Customer are detailed;
   u) Personal Data Security Incident: (i) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed; or (ii) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of limb (i), which may result in exploitation or exposure of that Agreement Personal Data.
   v) Product: a product or good, including Hardware, purchased by Customer from Supplier under an Order including the product or good identified in the Order. For clarity, the term Product excludes Services.
   w) Relevant Controller: any Affiliate of Customer that is a Controller in respect of the relevant Agreement Personal Data.
   x) Restricted Transfer: any transfer of Agreement Personal Data which is undergoing processing, or is intended to be processed after transfer, to a country or territory outside the United Kingdom.
   y) SaaS or Software as a Service: the (part of the) Services that entail providing access to the Software over the internet in whole or in substantial part in an automated manner.
   z) Service Levels: the service levels in respect of performance of the Services specified in the Order;
   aa) Services: all services (including SaaS and support services) provided or to be provided by or on behalf of Supplier to Customer under the Agreement, including the services set out or referenced in the Order and any services, activities and tasks that are of a nature and type that would ordinarily be performed by suppliers performing services similar to the services provided under the Agreement and/or that are generally considered to be part thereof, and all activities that are reasonably necessary for the proper performance and provision of the services under the Agreement;
   bb) Software: any form of data or instructions, whether in object code or source code, such as applications, websites and platforms, provided and/or licensed by Supplier to Customer, including the software set out or referenced in the Order, Customisations and associated Documentation, and any updates, upgrades and/or functions which are or become an inherent, necessary, or customary part of such software or are required for the proper performance;

cc) Specification: the requirements and/or specification for the Deliverables set out or referenced in the Order or as otherwise agreed by the parties in writing;
dd) Standard Software: means Software that is developed for general use and which is not developed exclusively for Customer. Standard Software can be made available in different ways, including SaaS;
ee) Start Date: the date of conclusion of the Agreement as per article 2.1 or any other date specified as such in the Order;
ff) Sub-Processor: any person appointed, engaged or permitted by the Supplier to process Agreement Personal Data;
gg) Supplier: the party identified in the Order with whom Customer enters into an Agreement; and
hh) Transfer Safeguard: a safeguard authorised by the Data Protection Laws as a result of which a Restricted Transfer is lawful, including: (i) a valid adequacy decision or regulation under the Data Protection Laws as a result of which a Restricted Transfer to a specified country or territory is not prohibited and (ii) an appropriate safeguard which is binding on the relevant parties including the recipient of the Agreement Personal Data and which the Supplier ensures is supported by the completion, documentation and implementation of any risk assessment and subsequent mitigation measures (including technical, organisational or other) as required by the Data Protection Laws and as the Customer may reasonably require from time to time.

2. These IT Purchasing Conditions are applicable to all Agreements, quotations and offers provided by Supplier, purchase requests placed by Customer, Orders and other legal relationships between Customer and Supplier concerning the Products, Services, and/or Deliverables.
3. The applicability of general terms and conditions of Supplier is explicitly excluded and is hereby expressly rejected.
4. The invalidity of a provision of the Agreement or these IT Purchasing Conditions has no consequences for the validity of the other provisions of the Agreement and these IT Purchasing Conditions.
5. Any provision in the Agreement or these IT Purchasing Conditions that is expressly or implicitly intended to survive termination or expiry or necessary for the interpretation or enforcement of the Agreement shall survive termination or expiration.
6. In these IT Purchasing Conditions the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".

Article 2.   **Agreement**

1. An Agreement shall only be concluded if:
   a) A contract document including an Order has been signed by Supplier and Customer;
   b) Supplier has signed and returned an Order that Customer provided to Supplier; or
   c) Supplier commenced the performance of its obligations under an Order that Customer provided to Supplier without objecting in writing against the contents of the Order, which shall be deemed to constitute acceptance of the Order, including the conditions set out or referenced therein.
2. If the Order contains apparent contradictions, errors or omissions, Supplier shall inform Customer thereof before signing the Order or commencing the performance of its obligations thereunder (whichever is earlier). In the absence thereof, the consequences will be for the account and risk of Supplier.
3. Any change, amendment, waiver or variation to the Agreement and/or these IT Purchasing Conditions shall not be binding to the Customer, unless set out in writing and signed by its duly authorized representative.
4. Customer enters into the Agreement for its own benefit and for the benefit of its Affiliates and any partnerships, consortia and alliances to which Customer, or any of its Affiliates, is a party specified as beneficiaries in the Order, on behalf of whom Customer will be entitled to enforce the Agreement and these IT Purchasing Conditions. For this purpose, "Customer" will also mean each of its Affiliates [and such other beneficiaries], unless explicitly provided otherwise. Customer (but not its Affiliates [or other beneficiaries]) and Supplier may amend the Agreement without obtaining the consent of Customer's Affiliates [or other beneficiaries]. For the avoidance of doubt: the purposes of each Agreement, only the Customer that executed the Agreement will incur any obligation or liability to Supplier under that Agreement.

Article 3.   **Performance of the Services**

1. Supplier will perform all Services and obligations as described in the Order and/or the Agreement, including where applicable providing access to the SaaS, and shall meet or exceed the Service Levels, and perform all Services and obligations in accordance with Good Industry Practice.
2. Supplier will complete the Services and deliver the Deliverables on the relevant date(s) specified in the Order and/or Agreement and shall adhere to any time schedule and/or milestones specified therein or agreed as part of an implementation plan approved by Customer pursuant to article 7.5. If the Order and/or Agreement does not specify completion or delivery date(s), Supplier will complete the Services and deliver the Deliverables in a timely manner. Time shall be of the essence in respect of all agreed completion, delivery and/or performance dates and milestones, of which failure to meet shall constitute a material breach of the Agreement that is incapable of being remedied.
3. Without prejudice to the provisions of article 3.2, Supplier shall immediately inform Customer of any circumstances that may prevent Supplier from meeting its obligations in time, specifying the reasons and expected duration, as well as any proposed measures to reduce the delay as much as possible.
4. If Supplier becomes aware of any act or failure by Customer that may impact Supplier's performance under the Agreement, Supplier shall promptly notify Customer thereof in writing, specifying the relevant act or failure and the (expected) impact on Supplier's performance and costs. Notwithstanding Customer's failure, Supplier shall use reasonable efforts to avoid or mitigate the consequences of that failure and to continue to perform its obligations in accordance with the Agreement. Any required changes to the Agreement shall be dealt with in accordance with article 11 (Changes).
5. Supplier shall regularly report to Customer on the performance of the Services in relation to the Service Levels.
6. If Supplier fails to meet the Service Levels or other terms in the Agreement, Customer may, without prejudice to any other rights or remedies:
   a) require the Supplier, by way of written notice and at Supplier's own expense, to remedy any default or to re-perform any non-conforming Service within a reasonable time and to take all measures reasonably necessary for that purpose, such as developing and implementing workaround plans and allocating additional resources;
   b) request a root cause analysis, which Supplier shall perform and inform Customer of the results thereof and the measures to be taken to prevent similar failures within fourteen (14) calendar days after the end of the month in which the relevant Service Level was not reached or the request was made; and
   c) demand that Supplier implements all measures reasonably necessary to prevent similar Service Level failures within one (1) month after the end of the month in which the relevant Service Level was not reached.
   All such measures will be implemented at Supplier's expense.
7. Supplier shall provide the Services in the most cost efficient manner, while maintaining the quality and performance as specified in the Agreement or, if such quality and performance are not specified therein, in accordance with Good Industry Practice.

Article 4.   **Delivery of Products**

1. Supplier shall deliver the Products on the date and at the location specified in the Order or as otherwise advised by the Customer, on the basis of DDP (Incoterms 2020).
2. Ownership of the Products shall pass to Customer at the same time the risk transfers to Customer in accordance with the applicable Incoterm. Risk of loss of Products shall pass to Customer in accordance with the applicable Incoterm. Unless otherwise agreed in writing or specified under the applicable Incoterm, Supplier bears the risk of damage to or loss of the Products until such time as they have been delivered in accordance with the terms hereof. If

installation or assembly by Supplier has been agreed, the risk remains with Supplier until the installed or assembled Products have been accepted by Customer in accordance with the terms hereof, or until the Products have been put into production by or on behalf of Customer. Supplier has no right of retention or right of suspension in relation to the Products.

Article 5.   Acceptance

1. Except as otherwise agreed in the Agreement, each Deliverable, including any implementation of SaaS or other Software, is subject to acceptance by Customer.
2. Unless otherwise agreed, Supplier shall fully test each Deliverable to fully comply with the Agreement and the Documentation before delivering such Deliverable to Customer. Supplier will provide its test results upon Customer's request.
3. No Deliverable will be deemed accepted until acceptance tests have been successfully completed in accordance with the acceptance tests set out in the Order or otherwise agreed in writing and when Customer has confirmed its acceptance of such Deliverable in writing. If no specific acceptance tests are agreed, Customer may carry out any test (where required by the Customer, in conjunction with the Supplier) reasonably required in order to establish whether the Product or Deliverable fully complies with the Specification and the Documentation and if Supplier has fully complied with its other obligations under the Agreement with respect to such Deliverable. Supplier shall provide all reasonable assistance and cooperation to Customer in respect of any testing it carries out, including remedying any identified failures, faults or defects.
4. Customer is not obliged to accept partial or early delivery, unless this has been agreed in writing between parties.
5. If Customer notifies Supplier that it does not does not accept the relevant Deliverable, Supplier shall investigate and, to the extent the non-compliance is capable of remedy, correct such non-compliance at its own expense, within seven (7) days of Customer's notification or such other time limit as may be agreed in writing between the parties, after which the Supplier shall re-provide the rejected Deliverables, which shall be subjected to acceptance testing by Customer in accordance with this article 5.
6. Acceptance or non-acceptance of any Deliverable shall not affect any rights of Customer (whether arising under the Agreement or otherwise) other than the right of Customer to reject such Products or Deliverables (but without prejudice Customer's rights under article 9.5), nor will it release Supplier from any obligation, guarantee or liability pursuant to the Agreement. Payment by Customer of any Charges or other compensation to Supplier or the use of the Deliverables by Customer prior to acceptance, shall not in itself constitute Customer's acceptance of such Products or Deliverables. Notwithstanding any acceptance of a Deliverable by the Customer, the Supplier shall remain solely responsible for ensuring that Deliverables meet the Specification and otherwise comply with the Agreement.

Article 6.   Pricing, invoicing and payment

1. All Charges for the Services and/or Deliverables shall be in the amounts and payable as specified in the Agreement and/or Order and shall be inclusive of all costs and expenses incurred by Supplier in connection with the performance of its obligations thereunder, but are exclusive of any VAT that may be applicable. Costs incurred for any travel and accommodation incurred by Supplier, including travel time, will not be reimbursed by Customer.
2. All Charges are fixed and not subject to indexation.
3. Customer may withhold taxes, duties or any other levies on the amounts payable to Supplier if required by applicable law, except to the extent Supplier submits a certificate of exemption from withholding. Supplier shall issue an invoice containing wording that will allow Customer to take advantage of any applicable "input" tax deduction.
4. The payment term is sixty (60) days after receipt by the Customer of a VAT invoice raised by the Supplier for properly sums due in accordance with the provisions of the Agreement.
5. Invoices disputed on reasonable grounds will not become due until the dispute has been resolved.
6. Supplier shall notify Customer in writing if Customer is in breach of its payment obligations.
7. Customer shall only be obligated to pay any amount to Supplier upon receipt of an invoice for accepted Services and/or Deliverables, that are provided in connection with an Agreement that is concluded in accordance with article 2, that meets all requirements under applicable law and Customer's instructions, and that was received by Customer within six (6) months of delivery of the relevant Services and/or Deliverables. Customer is not obliged to pay any invoices sent after such time period, unless Supplier has provided Customer with a reasonable estimate of the Charges that will follow for the relevant Services and Deliverables within such period.
8. Payment by Customer shall not constitute a waiver of any of its rights.
9. Customer may set off any amount that it owes to Supplier against all claims of Customer or its Affiliates have on Supplier or Suppliers Affiliates.
10. A failure by Customer to comply with its obligations does not release Supplier from its obligations to continue to deliver the Deliverables or to continue to provide the Services without interruptions in accordance with the Agreement.

Article 7.   Provision of Software, implementation Services and service integration

1. Supplier shall provide and license the Software to Customer in accordance with article 14.5, including any third-party software contained therein. Supplier warrants that Customer has a license for the third-party software under terms identical to the Agreement.
2. Any software, features and functions made available to the Customer by the Supplier is within the scope of the granted and paid-for Software license. In the event that certain options, packs or third party software that require a separate license are installed or executed automatically upon installation, update or use of the licensed Software, such options, packs and third party software shall not be subject to any separate license fees or terms and conditions unless Customer has deliberately activated the installation or execution of such options, packs or third party software following notification in writing that the same are subject to separate license fees or terms and conditions.
3. No additional licenses are required for test, acceptance, backup and disaster recovery environments. If the Software is used in a virtualised environment, the required number of licenses will be based on actually used virtual resources rather than on the characteristics of the physical environment on which the virtualised environment is running. Software installed on decommissioned or otherwise effectively unused systems will not count towards any applicable licensing metrics.
4. Supplier shall deliver comprehensive and understandable Documentation for the Software and Services, that accurately and completely describes the functions and features of the Software and the Services, including all subsequent revisions thereto. The Documentation shall be understandable to a typical end user and shall provide them with sufficient instruction such that an end user can become self-reliant with respect to access and use of the Software and the Services. Any modifications or additions to the Documentation will automatically become part of the Documentation. Such changes to, new or additional Documentation may expand the rights granted to Customer under the Agreement and provide for new and/or additional functionality. Modifications or additions to the Documentation cannot limit Customer's previously granted rights, Supplier's obligations, remove functionality or negatively impact the Customer in any other way. Customer shall be entitled to make any number of copies of the Documentation at no additional charge.
5. If the Agreement includes implementation services in respect of the Software or SaaS, the parties shall jointly identify the risks to the successful completion of the implementation of Services in an implementation plan drafted by the Supplier and subject to review and approval by the Customer. Once approved by the Customer the parties shall comply with the same.
6. Supplier will ensure that the Services and Deliverables, including the Software and Standard Software, shall remain compatible with Customer's existing services, networks, systems, hardware, software and other resources and will not negatively impact or disrupt their operation. Further, Supplier shall as part of the Services ensure that the Software and Standard Software and the Services or other items provided to Customer by Supplier do not adversely affect any computer system in use by Customer.
7. During the term of the Agreement, Supplier shall provide the support services in respect of the Software as detailed in the Agreement

8. Supplier will periodically release updates to the Software and Services to solve defects and/or errors, to enhance functionality or operation of the Software or to keep up-to-date with market developments. Each new update is considered a Deliverable.
9. Customer is not obliged to install an update or to move to a new version or releases. Supplier will continue to provide the Services set forth in the Agreement for such version or releases against the terms of the Agreement.
10. Updates to Software will not negatively affect the agreed functionalities of the Software (including its compliance with the Specification), Customer's use of the Software or Services, nor require Customer to incur substantial costs to continue the use thereof. All Customisations will continue to function after the update and will be available to Customer at no extra cost.

Article 8.   SaaS

1. Supplier shall permit access to the SaaS only through the authentication mechanisms approved in writing by Customer and only using access codes assigned to Customer. Unless otherwise requested by Customer, Supplier shall be responsible for assigning, disabling and otherwise administering Access Codes. Upon Customer's request, Supplier shall immediately disable all access codes for (in order to prevent access to the SaaS by) any individual or entity designated by Customer.
2. If Supplier removes or duplicates any features or functionality from the SaaS and subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then the SaaS shall be deemed to include at no additional charge (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, all of such entire new or different products.
3. If Supplier makes new features or functionality a compulsory or recommended element of the SaaS, Supplier shall not charge any additional fee for such new features or functionality.
4. Customer may interface and use the SaaS with other software owned or licensed by Customer, so as to permit such other software to interoperate, whether by use of calls, exchange of data, link editing or otherwise. Supplier shall not obtain any ownership interest in such other software merely because it was interfaced or used with the SaaS or the systems used by Supplier.
5. During the term of the Agreement, Supplier shall provide the support services in respect of the SaaS as detailed in the Agreement.
6. Supplier represents, warrants and covenants that the Documentation shall describe fully and accurately the features and functions of the version(s) of the SaaS then in use by Customer well enough to allow a reasonably skilled user to effectively use all of its features and functions without assistance from Supplier.

Article 9.   Warranties

1. Supplier represents and warrants that the Services will be provided in accordance with the Specification, all applicable laws and regulations and Good Industry Practice, and without infringing upon any intellectual property rights.
2. Supplier represents and warrants that each Deliverable will be of good quality and free from any material inaccuracy or defect in design, materials and/or workmanship, comply with the Specification (including in respect of Software, providing all functions and facilities set out therein), be in compliance with all applicable mandatory laws, regulations, certification requirements and agreed standards and not infringe upon any intellectual property rights. In addition, Supplier shall grant to Customer at least the same level of warranties as provided by the manufacturer of the Products to Supplier.
3. Supplier represents and warrants that the Services and Software will not contain any virus, Trojan horse, self-replicating or other computer instructions that may, without Customer' consent: (a) alter, destroy, inhibit or discontinue your effective use of the Services or Software, or any of your resources; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by you, including Customer Data; (c) store any data, programs, materials or information on your computers; or (d) bypass any internal or external security measure to obtain access to your resources.
4. If Supplier has breached any of the warranties set forth in this article, except for the warranties with regard to Products for which the remedies are set out in article 9.5, Supplier shall at its own expense, use its best endeavours to remedy such breach (to the extent such breach is capable of remedy) as soon as reasonably practicable, but in any event, within ten (10) days after receiving notice from Customer or such other period as parties may agree to in writing. This obligation to remedy shall be without prejudice to Customer's other remedies under the Agreement or applicable law.
5. If Products do not comply with any of the warranties set forth herein, Customer may elect to have the Products: (a) returned to Supplier for repair or replacement; (b) repaired or replaced at Customer's premises by Supplier or by a third party at Supplier's expense; or (c) returned to Supplier at Supplier's costs and expense in exchange for a full refund of the price paid under the Agreement.

Article 10.   Personnel

1. Supplier shall at all times ensure that it engages a sufficient number of appropriately trained and qualified personnel, to perform the Services in accordance with the Agreement.
2. Supplier shall be solely responsible for the supervision, daily direction and control of the persons employed through Supplier. Persons employed through Supplier will not be deemed to be employees of Customer. Supplier shall indemnify Customer and keep Customer indemnified against all damage incurred, arising out of or relating to the employment or termination of employment of any person who was or is employed through Supplier in providing the Services or any part of the Services.
3. Supplier is responsible for payment of all compensation and other benefits, employer taxes relating to those persons and the withholding and paying of any income tax and for making any other deductions or contributions as required by law for them (including workers compensation and disability). Supplier shall indemnify Customer for any amounts payable by Customer as a result of Supplier's failure to comply with the foregoing.
4. Supplier shall ensure that all Supplier personnel working on Customer premises comply with all applicable policies and procedures, including those relating to cybersecurity, health & safety and good conduct. Customer shall be entitled to decline entry to, and / or require removal from, Customer premises, or require removal from performance of the Services, of any Supplier personnel on any reasonable grounds and Supplier shall promptly provide appropriately trained and qualified replacement personnel.

Article 11.   Changes

1. If either party sees the need for or requires a change to the scope or timing of any activities to be carried under the Agreement, such party may request or recommend that change and propose an amendment to the Agreement by submitting a written change request detailing the proposed or requested change, the requested amendment to the Agreement, Deliverables and/or the Services. If the change is proposed by Customer, Supplier shall provide within five (5) days of receipt of the change request, and if the change is proposed by Supplier, such proposal shall additionally include, a description as to how Supplier intends to accomplish the change, any financial consequences (on the Charges or otherwise), any impact on the agreed delivery or performance date(s) and/or milestones and any other consequences of the requested change ("Impact Assessment"). Such Impact Assessment must be reasonable and proportionate in all the circumstances.
2. The parties shall discuss change requests and Impact Assessments promptly and in good faith, acting reasonably. Any modifications or changes to the Services and / or Deliverables under the Agreement will be effective only if and when laid down in a writing signed by both parties.
3. If a change relates to Services or Deliverables other than Standard Software, then Supplier may only refuse to implement a change requested by Customer if the implementation of such change would cause unreasonable disruption to the execution of the Services according to standards of reasonableness or fairness, or if Supplier is not reasonably capable or knowledgeable to carry out the requested change. Supplier will in any event not refuse to implement changes that are needed to ensure that the Services and/or Deliverables, including the Standard Software, will continue to comply with applicable law.

4. If Supplier fails to submit an Impact Assessment to Customer of the additional costs and any other consequences as required in this article 11, Supplier shall, if required by Customer, implement a Customer requested change without further modification of the Agreement (including to the Charges and timescales).
5. Each party will bear its own cost of preparing, negotiating and entering into a change.

Article 12. Force Majeure
1. If Supplier is prevented or delayed from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall notify Customer in writing without undue delay of such prevention or delay, its likely duration and the obligations the performance of which are affected.
2. On giving such notice, Supplier will be excused from such performance to the extent caused by the relevant Force Majeure Event, for so long as that event continues and will be deemed not to be in breach of the Agreement to the extent that such breach is caused by such Force Majeure Event.
3. Customer will be released from its payment obligations for as long as the Force Majeure Event continues, to the extent that provision of the Services and/or Deliverables or Customer's use thereof is prevented by such Force Majeure Event. Supplier shall refund any prepaid amounts in respect of such period within thirty (30) days after the Force Majeure Event has ended or after the Agreement was terminated pursuant to article 12.4 or 12.5 below.
4. If Customer is prevented or delayed from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall notify Supplier in writing without undue delay of such prevention or delay, its likely duration and the obligations the performance of which is are affected. On giving such notice, Customer will be excused from such performance to the extent caused by the relevant Force Majeure Event, for so long as that event continues and will be deemed not to be in breach of the Agreement to the extent that such breach is caused by such Force Majeure Event.
5. If an end date of the Force Majeure Event affecting Supplier is not reasonably foreseeable, Supplier shall immediately notify Customer thereof and Customer may terminate the Agreement or any parts thereof by written notice with immediate effect, without being liable to pay any damages or costs.
6. If a Force Majeure Event lasts for more two (2) weeks, Customer may terminate the Agreement or any parts thereof by written notice with immediate effect, without being liable to pay any damages and/or costs.

Article 13. Liability, indemnity and insurance
1. Supplier shall be liable for any damages incurred by Customer and its Affiliates due to Supplier's breach of its obligations under the Agreement.
2. In the event that Supplier fails to remedy its breach within the reasonable time period specified by Customer in its written notice to Supplier, or if it becomes clear that Supplier will not do so, Customer may have a third party remedy any default in the Services or Deliverables that were provided by Supplier. Supplier shall bear the costs thereof. In the event that Customer paid any relevant third party fees, Customer shall be entitled to set off those amounts against amounts invoiced by Supplier, or otherwise claim from Supplier.
3. Supplier shall indemnify Customer and hold Customer harmless from any and all losses, damages, costs and expenses (including reasonable legal fees) arising from:
   a) third-party claims related to the Supplier's failure to meet its obligations under the Agreement or a wrongful act (tort) on the part of Supplier; and
   b) claims from employees of Supplier or its subcontractors, including independent contractors;
   c) any fines imposed on Customer due to Supplier's non-compliance with applicable law;
   d) any damage caused by Supplier to third-party property.
4. Except when caused by gross negligence or wilful misconduct, but subject to article 13.8 below, neither party will be liable for any loss of profits, loss of anticipated savings (excluding costs related to repairs by a third party), or damage to reputation (whether direct, indirect or consequential).
5. Any refunds, compensation or credits agreed between the parties shall be without prejudice to any right or remedy of Customer under the Agreement or applicable law, including the right to claim damages and the right to terminate the Agreement pursuant to the terms thereof.
6. Supplier will take out, and will ensure that its subcontractors will take out, adequate insurance with reputable insurers, to cover each of its liabilities under the Agreement, and will maintain these for the duration of the Agreement and two (2) years thereafter. The insurance policies must in any case cover general, product and professional liability, each up to € 2,500,000 per event. Upon Customer's request, Supplier shall demonstrate that it complies with the requirements set out in this article 13.
7. Subject to article 13.8, each Party's total aggregate liability under the Agreement (whether in tort, contract or otherwise) shall not exceed one hundred and fifty per cent (150%) of the total Charges paid or payable under the Agreement.
8. Neither Party excludes or limits its liability for:
   a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
   b) fraud or fraudulent misrepresentation by it or its employees;
   c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
   d) any liability to the extent it cannot be limited or excluded by law.

Article 14. Intellectual property
1. All intellectual property rights existing prior to the Agreement will belong to the party that owned such rights immediately prior to effective date of the Agreement. Neither party shall transfer by implementation of the Agreement any such pre-existing intellectual property rights.
2. Unless explicitly agreed otherwise in the Agreement, Customer owns all the intellectual property rights created or developed for Customer under the Agreement, in a Deliverable or otherwise, including Customisations. Supplier hereby assigns (including by present assignment of future rights to take effect immediately on their coming into existence) to Customer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in such intellectual property rights. To the maximum extent possible under applicable law, Supplier waives any and all moral or personal rights in relation to such intellectual property rights. Supplier acknowledges that it will not be entitled to any additional compensation in relation to such transfer of intellectual property rights and waives any rights to compensation other than the charges due to Supplier as set out in the Agreement. At Customer's request, Supplier will execute such additional documents as are necessary to effectuate the legal transfer to Customer and/or registration in Customer's name of intellectual property rights developed by Supplier under the Agreement. Supplier shall have the non-exclusive, revocable right to use for an indefinite period strictly for its own internal business purposes any such intellectual property rights that have transferred to Customer, excluding the right to share or sub-license such intellectual property rights with any third party including other clients of Supplier.
3. All intellectual property rights in the Customer Data shall belong to Customer or its licensors. Customer hereby grants to Supplier a limited license to use Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the Services.
4. Supplier or any third party licensor of Standard Software will retain all intellectual property rights in the Standard Software.
5. Supplier hereby grants to Customer, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided in the Agreement) right and license during the term of the Agreement and for any additional periods as may be agreed, if any, (or on a perpetual basis if so stated in the Order), to:
   a) access and use the Standard Software, including in operation with other software, hardware, systems, networks and services, and any Deliverables the intellectual property rights in which remain with the Supplier or any third party, for Customer's business purposes, including for processing Customer Data and including the right to use all new versions, releases and updates of the Standard Software [during the term of the Agreement];

   b) prepare, reproduce, print, download and use a reasonable number of copies of the specifications and Documentation for any use of the Software, Products or Services under the Agreement; and
   c) access and use the Services and Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Standard Software under the Agreement, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge.
6. Customer will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Standard Software available to any third party, except as expressly permitted by the Agreement; or (b) use or authorize the use of the Services in any manner or for any purpose that is unlawful under applicable law.
7. Supplier shall indemnify Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims alleging that Customer's, its Affiliates or any other Authorized Users use or possession of the Products, Deliverables or the Services or Supplier's provision thereof infringes the intellectual property rights of a third party, except to the extent that any such claims are directly caused by:
   a) a breach by Customer of the terms of the Agreement;
   b) any modification not made by or on behalf of Supplier; or
   c) use of the relevant Deliverables or Services for a purpose not intended by the Agreement.
8. If any Deliverables or Services (including any item used by Supplier to provide the same) become, or in Supplier reasonable opinion is likely to become, the subject of an infringement claim, Supplier shall, in addition to indemnifying Customer and to the other rights Customer may have under the Agreement:
   a) secure the right for Customer to continue to use the item; or
   b) if (a) cannot be accomplished using reasonable efforts and at reasonable costs, replace or modify the item to make it non-infringing or without misappropriation, provided that any such replacement or modification will not degrade the performance, functionality or quality of the affected component or item; or
   c) if neither of (a) nor (b) can be accomplished by Supplier using reasonable efforts, remove the component item from the Deliverables or Services (as applicable), in which case the Charges shall be equitably adjusted to reflect such removal.

Article 15. Data protection and security
1. Supplier will process the Agreement Personal Data on behalf of Customer and each Relevant Controller as a Processor solely for the purpose and to the extent described in the Order.
2. In performing the Services and its other obligations under this Agreement Supplier will:
   a) comply with the Data Protection Laws; and
   b) not cause Customer to breach any obligation under the Data Protection Law
3. Notwithstanding article 19.3, Supplier will not engage or use any Sub-Processor without the prior written consent of Customer. If Supplier appoints a Sub-Processor, Supplier will ensure, prior to the processing taking place, that Supplier has provided Customer with such information regarding the Sub-Processor as Customer may reasonably require and that there is a written contract in place between Supplier and Sub-Processor that specifies Sub-Processor's processing activities and imposes on Sub-Processor the same terms as those imposed on Supplier in this article 15. Supplier will procure that Sub-Processors will perform all obligations set out in this article 15 and Supplier will remain responsible and liable to Customer for all acts and omissions of Sub-Processors as if they were its own.
4. Supplier will:
   a) process the Agreement Personal Data only on documented instructions (including this Agreement) from Customer (unless it is required to process Agreement Personal Data to comply with relevant United Kingdom law to which it is subject, in which case Supplier will notify Customer of such legal requirement prior to such processing unless such law prohibits notice to Customer on important public interest grounds);
   b) comply promptly with any instructions issued by Customer in accordance with article 15.4a), including any instructions to stop, mitigate or remedy any unauthorised processing of Agreement Personal Data;
   c) immediately notify Customer if, in its reasonable opinion, any instruction received from Customer infringes any Data Protection Laws;
   d) ensure that any individual authorised to process Agreement Personal Data:
   e) has committed themselves to confidentiality or is subject to confidentiality obligations equivalent to those set out in article 17 or is under an appropriate statutory obligation of confidentiality; and
   f) is aware of and complies with this article 15.
   g) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, implement, and assist Customer to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Agreement Personal Data, in particular from a Personal Data Security Incident;
   h) notify Customer immediately if at any time Supplier or a Sub-Processor is, or ought to be, aware of any reason why it is unable to comply with article 15.4g), without prejudice to its obligation to comply with, or to any rights or remedies which Customer may have for breach of, article 15.4g);
   i) notify Customer promptly and without undue delay after becoming aware of a Personal Data Security Incident. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but Supplier may not delay notification under this article 15.4i) on the basis that an investigation is incomplete or ongoing;
   j) assist Customer in:
      i. documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Data Protection Supervisory Authority and/or Data Subjects;
      ii. taking measures to address Personal Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects;
      iii. documenting compliance of the processing of Agreement Personal Data with the Data Protection Laws, including providing a systematic description of the envisaged processing operations; and
      iv. conducting any assessment required by the Data Protection Laws of any processing operations and consulting with Data Protection Supervisory Authorities, Data Subjects and their representatives accordingly;
   k) make available to Customer all information necessary to demonstrate compliance with the obligations set out in this article 15;
   l) provide reasonable assistance to Customer in responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible; and
   m) allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.
   5. Supplier will at the option of Customer, securely delete or return to Customer (in the format required by Customer) all Agreement Personal Data promptly after the end of the provision of Services relating to processing, and securely delete any remaining copies.
6. Supplier warrants and represents to Customer that at all times a Transfer Safeguard applies to each Restricted Transfer made under or in connection with this Agreement and that each such Restricted Transfer and all resulting processing is compliant with the Data Protection Laws.
7. Without prejudice to article 15.6 and subject to articles 15.3 and 15.9, Supplier will not make a Restricted Transfer without Customer's prior written consent.
8. Subject to article 15.7, Supplier will:
   a) obtain Customer's prior documented instructions in respect of any Restricted Transfer made by Supplier;
   b) implement, to Customer's satisfaction, a Transfer Safeguard in respect of such Restricted Transfer prior to that Restricted Transfer taking place;
   c) comply with any terms or requirements of such Transfer Safeguard; and

d) if such safeguard is suspended, terminated or no longer complies with Data Protection Laws, promptly notify Customer of the suspension, termination or non-compliance; and immediately cease the applicable Restricted Transfer until such safeguard has been replaced with an alternative acceptable (to Customer's satisfaction) Transfer Safeguard. This article 15.8 will then apply in respect of that alternative Transfer Safeguard.

9. Articles 15.6, 15.7 and 15.8 will not apply if Supplier or the relevant Sub-Processor is required to make a Restricted Transfer to comply with relevant United Kingdom law to which it is subject, in which case Supplier will notify Customer of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to Customer on important public interest grounds.

10. Supplier will indemnify Customer from and against liability, loss, costs and expenses, in each case arising out of or in connection with any breach by the Supplier or any Sub-Processor of any of its obligations under this article 15 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).

11. Supplier is responsible for the information security aspects of the Services and for implementing appropriate technical and organizational measures to ensure confidentiality, integrity and availability of all Customer Data, including personal data, processed under the Agreement. Supplier shall in relation to the Services:
   a) comply with generally accepted security standards and provide its Services in accordance with Good Industry Practice regarding security standards and shall from time to time provide Customer with suggestions as to how Customer can improve information security aspects related to its receipt of the Services;
   b) implement and operate monitoring and reporting procedures in accordance with generally accepted international security standards, including the use of up-to-date security anti-virus software.

12. Unless otherwise agreed, Supplier will maintain a ISO 27001, ISAE 3402 Type 2 and/or SOC2 Type 2 certification during the term of the Agreement.

13. If the security, confidentiality or integrity of Customer Data or the physical, technical, administrative or organizational safeguards put in place by Supplier that relate to the protection of the security, confidentiality, or integrity of Customer Data, have been compromised or are suspected to be compromised, Supplier shall, without prejudice and subject to its obligations under articles 15.1 to 15.10, as applicable:
   a) promptly notify Customer, and in any case within twenty-four (24) hours of becoming aware thereof;
   b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer;
   c) perform or take any other actions that are required to (continue to) comply with applicable law following the occurrence;
   d) indemnify, defend, and hold harmless Customer for any and all claims, including reasonable legal costs and expenses;
   e) be responsible for recreating lost Customer Data in the manner requested by Customer without charge to Customer; and
   f) provide to Customer a detailed plan within ten (10) days of the occurrence describing the measures Supplier will undertake to prevent a future occurrence.

Article 16.   Business continuity

1. Supplier shall have adequate facilities and procedures in place, including contingency and disaster recovery plans, to ensure the continuity of Customer's business processes in case of disasters at the Supplier's or its subcontractor's premises or events that may otherwise affect the Software or the Services.

2. As part of the Services, Supplier is responsible for maintaining a backup of Customer Data and for an orderly recovery of such data within four (4) hours if the Services are interrupted. Supplier shall store a daily backup of the Customer Data at an off-site "hardened" facility.

Article 17.   Confidentiality

1. Each party shall maintain confidentiality of all and shall not disclose any confidential information that is shared by or obtained from the other party. The receiving party may only share such information on a confidential basis with those of its Affiliates, personnel, (sub)contractors or advisors that have a need to know such confidential information for the purpose of fulfilling such party's obligations, or as otherwise anticipated, under the Agreement. For the purpose of this article 17, confidential information includes any information of a confidential or proprietary nature, whether of commercial, financial or technical nature, and irrespective of whether such information is marked or identified as confidential or not; including information regarding the business, products, customers, suppliers or pricing of a party hereto (including proposed or anticipated products, customers, suppliers or pricing), business secrets, data (including personal data), records, plans, reports, know how, experience, drawings, designs, circuit diagrams, flow charts, computer programs and all other information which relates to any of the parties, project, application or matter contemplated by the Agreement and which might reasonably be of commercial interest to either Party.

2. The following information is not deemed confidential information: (a) information that the receiving party can demonstrate is or has become generally available to the public other than through unauthorised disclosure; (b) information that was already lawfully in the possession of the receiving party without any obligation of confidentiality, before the information was disclosed to it by or on behalf of the other party, as evidenced by written records; and (c) information independently developed by the receiving party without access to the disclosing party's confidential information.

3. Each party shall ensure that its personnel and (sub)contractors involved in the provision of Products, Software or Services or in fulfilling any other obligation under the Agreement adhere to and are bound in writing by the same confidentiality obligations as included in this article. The receiving party shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made by it.

4. The receiving party may disclose confidential information of the other where disclosure is required by applicable law, a regulatory body or a court with the relevant jurisdiction if the recipient party first notifies the disclosing party of the full circumstances, the affected confidential information and extent of the disclosure.

5. The parties shall not refer to the other party, the other party's Affiliates, the Agreement or the Products or Services provided thereunder in any marketing materials, press releases or other external communications, without the express prior written consent of the other Party thereto.

Article 18.   Termination

1. The Agreement takes effect on the Start Date and ends on the Expiry Date or earlier if terminated in accordance with these IT Purchasing Conditions.

2. Customer may terminate the Agreement, in whole or in part, without compensation, effective immediately or on such date as it shall specify, by notice in writing if Supplier fails to perform any of its obligations under the Agreement, where such failure is:
   a) not capable of remedy; or
   b) capable of being remedied, and the Supplier has not corrected the failure after receiving a default notice from Customer within the reasonable time limit set out therein.

3. Customer may terminate the Agreement, in whole or in part, without compensation, effective immediately or on such date as it shall specify, by written notice, if:
   a) Supplier is subject to an Insolvency Event; or
   b) there is a change of control (within the meaning of Section 450 of the Corporation Tax Act 2010) of Supplier which isn't pre-approved by Customer in writing.

4. Upon termination, all claims that Customer and its Affiliates have on Supplier, shall immediately become due and payable in full.

5. Customer may terminate the Agreement at any time immediately or on such date as it shall specify by notice in writing without stating reasons. In case of termination pursuant to this article 18.5, Customer's sole obligation is to pay Supplier a fair and reasonable compensation for work in progress, that will consist of a prorated portion of the Charges for the Services, Deliverables and/or Products at the termination effective date, increased by any reasonably incurred costs that are not included in the aforementioned amount.

6. Supplier can issue a notice in writing that payment has not been received on time if Customer does not pay an undisputed invoice for Charges properly due on time. Supplier can terminate the Agreement if Customer fails to pay such undisputed invoiced sum within thirty days of the date of such notice.

7. Upon termination of the Agreement or upon Customer's first request (whichever is the earlier), Supplier shall at the option of Customer either (a) return all confidential information, including Customer Data, to Customer, including all copies, samples and extracts of and all other physical media containing the confidential information and Customer Data, or (b) delete or destroy all physical and electronic data containing confidential information and Customer Data; except that the legal department of Supplier may retain one copy in a confidential file for regulatory or compliance purposes and/or for the purpose of verifying compliance with the Agreement, in which case such confidential information shall continue to be subject to the confidentiality provisions of the Agreement. If so requested by Customer, Supplier shall confirm its compliance with these requirements.

8. In case of termination or expiration of the Agreement, Supplier shall upon Customer's request provide Customer all assistance and information to facilitate the orderly migration and transfer of provision of the Deliverables and Services to Customer or a third party nominated by Customer, including the transfer of any Customer Data held electronically in such format as the Customer may reasonably request, including compliance with any agreed Exit Plan. The terms of the Agreement shall apply to any such termination assistance provided by Supplier and Supplier shall be entitled to charge reasonable fees for such termination assistance, calculated on the basis of the agreed fees.

9. Supplier shall, where stated as a requirement in the Order, or as may otherwise be requested by Customer in writing at any time, promptly prepare and provide to Customer an exit plan setting out, as a minimum:
   a) a detailed description of both the transfer and cessation processes, including a timetable;
   b) how provision of the Deliverables and Services will transfer to the replacement supplier and/or Customer;
   c) the scope of termination assistance, cooperation and information that may be required for the benefit of Customer to ensure the orderly and efficient transfer of provision of the Deliverables and Services;
   d) how Supplier will ensure that there is no disruption to or degradation of provision of the Deliverables and Services up to and following termination or expiry of the Agreement;
   e) any other information or assistance reasonably required by Customer or a replacement supplier; and
   f) any Charges that would be payable for the provision of such termination assistance together with a capped estimate of such charges, calculated on a reasonable basis in accordance with fee rates agreed between the parties
   ("**Exit Plan**"). The parties shall use reasonable endeavours to agree the contents of the Exit Plan.

10. Accumulated rights of the parties shall not be affected by termination or expiry of the Agreement.

Article 19.   Assignment and subcontracting

1. Supplier shall not assign, pledge or otherwise transfer any of its rights or obligations under the Agreement in whole or in part to a third party without Customer's prior written consent.

2. Customer is entitled to assign its rights and obligations under the Agreement to an Affiliate without Supplier's approval.

3. Supplier shall not subcontract the performance of any of its obligations under the Agreement to any third party without Customer's prior written consent. Supplier will remain fully responsible for the performance of its obligations under the Agreement and acts and omissions of sub-contractors will be deemed acts and omissions of Supplier.

Article 20.   Compliance

1. Supplier shall comply with all applicable laws and regulations that apply to Supplier and any of its obligations under the Agreement, including all applicable legal requirements related to work conditions and occupational health and safety, and shall take all reasonable measures to ensure and do nothing to prejudice Customer's or its Affiliates' compliance with applicable laws and regulations when using the Products, Services and Deliverables provided under the Agreement.

2. Supplier warrants compliance within its company with the BAM Business Principles, or at least equivalent principles. Supplier shall observe the core values and rules of conduct as laid down in BAM's Vendor Code of Conduct. The BAM Business Principles and the Vendor Code of Conduct can be found on http://www.bam.com.

3. Supplier warrants compliance with the following international standards and guidelines: the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Declaration on Fundamental Principles and Rights at Work, and, if applicable, the ILO Tripartite Declaration of Principles on Multinational Enterprises and Social Policy (MNE Declaration).

4. Whenever persons employed through Supplier are at Customer's premises, Supplier shall be responsible for ensuring that such persons comply with all relevant policies of Customer.

5. Supplier guarantees vis-à-vis the Customer that it shall ensure that its own contractors shall comply with the BAM Business Principles, observe the Vendor Code of Conduct and comply with the international standards on Human Rights. Supplier shall impose the obligations set out in this article in writing on its contractors, and require such contractors to impose the same in writing on their respective contractors.

Article 21.   Audits

1. Supplier shall permit, and shall procure that its subcontractors shall permit, Customer and its internal and external auditors, access to Supplier's and its subcontractors' facilities, personnel and information to perform an audit of Supplier's and its subcontractors' records, the system and the service delivery locations to verify Supplier's compliance with its obligations under the Agreement, including the obligations set out under article 6 (Pricing, invoicing and payment), article 15 (Data protection and security) and article 20 (Compliance).

2. Supplier shall immediately direct all enquiries from a regulator or any other governmental authority relating to the Agreement to Customer. Without prejudice to the foregoing, in answering to any enquiry or request from a regulator or other any governmental authority relating to Customer, Supplier shall act in the best interest of Customer, dispute the necessity of providing information or access where reasonable and not provide more access or information than required.

3. At the request of Customer, Supplier shall, and shall procure that each of its subcontractors shall, provide all such assistance and cooperation as may be reasonably requested, including providing any information or documentation reasonably requested, permitting (the representatives of) a regulator or any other governmental authority access to Supplier's and the subcontractors' premises, equipment, facilities, information and personnel as is necessary for the purposes of conducting the audit. Supplier shall, and shall procure that each of its subcontractors shall, permit (the representatives of) such regulator or other governmental authority to take copies of such records as are necessary for that purpose.

4. During the term of the Agreement and for two (2) years after its expiry or termination, Supplier shall retain complete records and supporting documentation and other relevant information related to the Agreement to enable Customer and a regulator or any other governmental authority to fully perform audits.

Article 22.   Dispute resolution and governing law

1. The Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Agreement or its subject matter or formation.