

STANDARD TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS

1.1 In these terms and conditions, unless the context otherwise requires, the following terms shall have the meanings set out below:

“Accepts”

shall have the meaning defined in Clause 8.1;

“Agreement”

these terms and conditions and the applicable PO;

“BA”

the Bribery Act 2010;

“Charges”

shall have the meaning set out in Clause 10.1;

“Data”

any data (including any personal data) that is supplied to Supplier by or on behalf of Haymarket or generated in the course of Supplier's provision of the Services;

“Data Protection Laws”

all applicable laws, rules and regulations relating to the processing of personal data and privacy, including but not limited to the Data Protection Act 2018 and the GDPR;

“Deliverables”

any outputs of the Services to be provided by Supplier to Haymarket as specified in the applicable PO and any other Documentation, products and materials provided by Supplier to Haymarket in its provision of the Services;

“Documentation”

documentation in eye readable form and/or electronic format, supplied by Supplier to Haymarket in connection with the Agreement;

“Effective Date”

the date that Supplier either: (i) communicates its acceptance of the relevant PO; or (ii) delivers the relevant Goods or commences provision of the Services, whichever is the earlier;

“GDPR”

General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Goods”

any goods to be provided by Supplier under this Agreement as specified in the applicable PO;

“Haymarket”

Haymarket Media Group Ltd;

“Haymarket Materials”

the Data, equipment, Documentation and any other materials and information owned by or licensed to Haymarket and supplied to Supplier under or in connection with the Agreement;

“Intellectual Property Rights”

any and all intellectual property rights of any nature wherever in the world whether or not registered, including: (i) any patents or patent applications; (ii) any trade marks (whether or not registered) including any applications for registration of the same; (iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (iv) performer's property rights, moral rights, copyright, design rights (whether registered or unregistered), know-how and rights in any database; (v) any goodwill in any trade or service name, trading style or get-up;

“Losses”

claims, actions, liabilities, losses, damages or expenses (including legal expenses);

“Purchase Order (“PO”)

a purchase order issued to Supplier by Haymarket in writing;

“Regulator”

any regulatory body that regulates the matters to which the Agreement relates (including any regulatory body with responsibility for ensuring compliance with Data Protection Laws;

“Relevant Requirements”

all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the BA;

“Services”

the services to be provided by Supplier under the Agreement as specified in the applicable PO (including the provision of any Deliverables which may include the creation, writing, development and/or delivery of any Work);

“SCoC”

Haymarket's supplier code of conduct as updated from time to time and provided to Supplier by Haymarket;

“Specification”

the requested scope, technical and/or functional specification of the Deliverables set out in the applicable PO;

“Third Party Materials”

any element(s) of the Work in which the Intellectual Property Rights are owned by a third party and which such third party will not assign to Haymarket;

“TUPE”

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

“Virus”

any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network; and

“Work”

Deliverables that consist of any editorial content, photographs, moving film, music, . Documentation, or any other literary or artistic work or other material that Supplier supplies to Haymarket as part of the Services.

1.2 Unless the context otherwise requires:

- (a) references to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) the words “include” and “including” shall be construed without limitation;
- (c) references to a “business day” are to any day other than a Saturday, a Sunday or a day which is a public holiday in England;
- (d) a reference to “writing” or “written” includes emails; and
- (e) any enactment includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment for the time being replacing or amending it.

1.3 In the event of any conflict of a provision contained in the PO with any provision of these Supplier Standard Terms, these terms and conditions shall take priority over the PO.

2 BASIS OF AGREEMENT

2.1 These terms and conditions shall apply to the supply of all Goods and Services by Supplier to the exclusion of all other terms and conditions of Supplier. No terms contained in or referred to in Supplier's quotation, acknowledgement of order, delivery note or elsewhere or implied by trade, custom, practice or course of dealing shall form part of the Agreement.

2.2 Supplier shall be free to accept or decline any PO at its absolute discretion.

2.3 The parties acknowledge that Haymarket shall not be obliged to pay any Charges to Supplier for Goods or Services (whether or not delivered or performed) in circumstances where Haymarket has not issued a PO for such Goods or Services.

3 HAYMARKET MATERIALS

3.1 Supplier shall keep Haymarket Materials safe and secure while they are in the possession or control of Supplier.

4 SUPPLY OF SERVICES

- 4.1 Supplier undertakes to perform the Services:
- (a) in accordance with the terms of the Agreement;
 - (b) in accordance with reasonable and lawful instructions, specifications and procedures of Haymarket;
 - (c) using the best quality goods, materials, standards and techniques, and ensuring any Deliverable is free from defects in design, workmanship and installation;
 - (d) in accordance with any service levels specified by Haymarket; and
 - (e) in accordance with all Haymarket's policies and procedures that apply to the provision of

Services as notified to Supplier by Haymarket from time to time, including the SCoC.

- 4.2 Haymarket may amend the Specification at any time on written notice to Supplier, and the parties acknowledge that where such amendment has an impact on Charges, delivery dates and/or other material terms, the parties shall agree any variation to the same in accordance with Clause 26.5.
- 4.3 Supplier shall:
- (a) permit Haymarket from time to time to enter and inspect any premises from which the Services are being carried out to verify that Supplier is in full compliance with its obligations under the Agreement; and
 - (b) demonstrate to Haymarket's satisfaction that it is complying with the SCoC at all times in its provisions of the Services. If Haymarket has any reason to believe that Supplier is in breach of the SCoC, Haymarket may request evidence from Supplier to prove its compliance with the SCoC. Supplier shall provide such evidence within 10 business days of Haymarket's request, or such shorter period as Haymarket may specify in case of urgency. If Supplier fails to provide sufficient evidence of compliance, or if Haymarket determines (in its sole discretion) that Supplier is in breach of the SCoC, such non-compliance shall be deemed a "material" breach of this Agreement for the purpose of clause 14.4(a).

5 SUPPLY OF GOODS

- 5.1 All Goods supplied by Supplier to the Haymarket pursuant to an Agreement shall conform in all respects to the specification set out in the PO or as otherwise agreed between the Parties.
- 5.2 Supplier shall ensure that Goods:
- (a) are delivered in accordance with the delivery dates set out in the PO to the delivery address set out in the PO (or such other delivery date and/or delivery address as may be notified to Supplier);
 - (b) are new and under warranty for a period of 12 months from the delivery of the Goods (unless otherwise specified in the PO);
 - (c) are properly packaged (suitable for storage by Haymarket) and shall reach the relevant delivery address in first class condition. Such packaging shall be in accordance with all relevant rules and regulations in relation to packaging. Supplier further undertakes on request to collect, remove and properly dispose of any packaging delivered with such goods at no cost to Haymarket; and
 - (d) are provided with paperwork that is marked with the PO number and such other information as Haymarket requires.
- 5.3 In the supply of the Goods, Supplier shall comply with:
- (a) Haymarket's reasonable and lawful instructions; and
 - (b) all Haymarket's policies and procedures that apply to the supply of the Goods as notified to Supplier by Haymarket from time to time, including the SCoC.
- 5.4 The title and risk to the Goods shall pass to Haymarket on completion of the proper delivery of the Goods to the delivery address set out in the PO (or such other address as may be notified by Haymarket).
- 5.5 Supplier shall:
- (a) permit Haymarket from time to time to enter and inspect any premises from which Goods are being manufactured, stored, shipped or otherwise provided to verify that Supplier is in full compliance with its obligations under the Agreement; and
 - (b) demonstrate to Haymarket's satisfaction that it is complying with the SCoC at all times in its provision of the Goods. If Haymarket has any reason to believe that Supplier is in breach of

the SCoC, Haymarket may request evidence from Supplier to prove its compliance with the SCoC. Supplier shall provide such evidence within 10 business days of Haymarket's request, or such shorter period as Haymarket may specify in case of urgency. If Supplier fails to provide sufficient evidence of compliance, or if Haymarket determines (in its sole discretion) that Supplier is in breach of the SCoC, such non-compliance shall be deemed a "material" breach of this Agreement for the purpose of clause 14.4(a).

6 DELIVERABLES

- 6.1 Unless otherwise agreed in the PO, time shall be of the essence with respect to the date of delivery of Deliverables.

7 PROHIBITION OF AI-GENERATED CONTENT

- 7.1 Supplier represents and warrants that it shall not submit or provide any content or materials to Haymarket (including as incorporated within Deliverables) that has been created, authored, or generated, in whole or in part, by ChatGPT or any other generative AI tools, software, or algorithms (hereinafter collectively referred to as "Generative AI").
- 7.2 Supplier acknowledges that Haymarket seeks to maintain the highest level of quality, originality, and human-generated creativity in the content it publishes or distributes. As such, Haymarket expressly prohibits the use of Generative AI in the creation or submission of content by its Suppliers (including as incorporated into Deliverables).
- 7.3 In the event that Haymarket, at its sole discretion, determines or has reason to believe that Supplier has breached this Clause 7, Haymarket shall have the right to:
- (a) reject, remove or delete any such content or materials that have been created or generated by Generative AI;
 - (b) terminate any agreement or contract with Supplier, without any liability or obligation to pay compensation or damages to Supplier; and
 - (c) seek indemnification from Supplier for any loss or damage suffered by Haymarket as a result of Supplier's breach of this Clause 7.
- 7.4 Further, Supplier agrees that it will not (nor instruct or allow others to) input into or otherwise use as prompts for any Generative AI, any Haymarket Intellectual Property Rights, Haymarket Materials, or other assets, ideas, concepts or Confidential Information of Haymarket, without specific approval from Haymarket in writing.
- 7.5 Supplier shall indemnify, defend, and hold harmless Haymarket and its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Supplier's breach of this Clause 7.
- 7.6 Supplier agrees to promptly notify Haymarket in writing if it becomes aware of any potential or actual breach of this Clause 7 and to cooperate fully with Haymarket in resolving any such breach.
- 7.7 This Clause 7 shall survive the termination or expiration of any agreement or contract between Haymarket and Supplier.

8 ACCEPTANCE

- 8.1 Upon delivery of Goods and/or completed Deliverables by Supplier to Haymarket, Haymarket shall examine the Goods and/or Deliverables and notify Supplier in writing within a reasonable time as to whether it accepts such Goods and/or Deliverables ("Accepts") or rejects them for failing to conform to the Specification and/or the Agreement.
- 8.2 If the Goods and/or Deliverables (or any part thereof) do not conform with the Specification and/or the Agreement, or are defective in any

other manner, Haymarket shall at its discretion and without prejudice to its other rights and remedies set out in the Agreement, be entitled to:

- (a) accept such part of the Goods and/or Deliverables as Haymarket may decide and, if applicable, pay pro-rated Charges in respect of it or such other charge as may be agreed between the parties; or
- (b) require Supplier to correct the fault identified at no extra cost to Haymarket by such date agreed by the parties, in which case the revised Goods and/or Deliverables shall be subject to all the provisions of the Agreement (including Clause 8.1);
- (c) recover from Supplier any additional costs Haymarket reasonably incurs in using a third party to complete the Services or provide the Goods;
- (d) where applicable, suspend production or delivery of the Goods and/or suspend the Services and only pay a pro rata amount of the Charges incurred before such suspension; and/or
- (e) terminate the Agreement pursuant to Clause 14.4(a) in which case Supplier shall refund all Charges paid by Haymarket in respect of such defective Goods and/or Deliverables.

9 PERSONNEL

- 9.1 If at any time during the performance of any Services, Haymarket considers that the performance or conduct of Supplier's personnel is unsatisfactory to Haymarket, Haymarket shall have the right to require the provision of, and Supplier shall promptly provide, replacement personnel.
- 9.2 Supplier shall instruct all personnel who perform any Services to become familiar with and to abide by all health and safety laws, regulations and any guidance issued from time to time by the Health and Safety Executive (or equivalent competent authority), and any risk assessments, security, safety and other codes of practice for contractors and employees applicable at any premises where the Services are performed.
- 9.3 Supplier acknowledges that, unless otherwise agreed in writing, neither it nor any of its personnel who perform the Services shall become an employee of Haymarket and Haymarket shall not have any obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such personnel by his or her employer. Further, Supplier shall effect and maintain in force for the benefit of Haymarket and itself full employer's liability insurance in respect of any such personnel who are employees of Supplier.
- 9.4 It is the parties' intention that neither the commencement nor the termination of any of the Services will give rise to a relevant transfer under TUPE.
- 9.5 Supplier shall fully indemnify and hold harmless Haymarket and any person that provides similar services in succession to Supplier (**Successor Supplier**) from and against all Losses arising from any claim in connection with either failure to comply with information and consultation obligations under TUPE, or the actual or alleged operation of TUPE so as to transfer the employment of any employee or former employee of Supplier or a subcontractor of Supplier (**Transferred Employee**) to Haymarket or any Successor Supplier.
- 9.6 After Supplier receives notice of a transfer or alleged transfer of a Transferred Employee, it will within fourteen (14) days use all reasonable commercial efforts to offer suitable alternative employment to the Transferred Employee. Unless such offer is accepted Haymarket or the Successor Supplier (as appropriate) shall have the right to dismiss the

Transferred Employee and the indemnity in Clause 9.5 shall apply.

- 9.7 Supplier shall procure that no employee transfers to Haymarket or any Successor Supplier on the cessation of any Services, by preventing any organised grouping of employees (as defined by TUPE), by redeploying employees so they are not assigned to the Services, by procuring that any employee objects to any transfer and/or by any other means.

10 CHARGES AND EXPENSES

- 10.1 In consideration of the Goods and/or Services to be provided by Supplier hereunder, and subject as provided in Clause 8, Haymarket shall pay to Supplier the charges and expenses specified in the PO (the "**Charges**") or such other lesser amount as agreed by the parties in writing after the PO has been issued. All POs shall state Charges in GBP and all payments shall be made by Haymarket in GBP.
- 10.2 Supplier shall invoice Haymarket on the dates set out in the PO. All invoices shall be accompanied by supporting documentation reasonably requested by Haymarket.
- 10.3 Haymarket shall pay invoices submitted by Supplier within thirty (30) days of the last day of the calendar month in which Haymarket receives a correct and complete invoice at the Haymarket address notified to Supplier.
- 10.4 If Haymarket has a bona fide dispute in relation to an invoice, it may give notice to Supplier before the due date of payment and pay the undisputed portion of the invoice. Haymarket may suspend payment of the disputed part of the Fee and the parties shall discuss in good faith the disputed Fee and endeavour to agree a solution as quickly as possible.
- 10.5 In the event that Haymarket fails to make any payment properly due to Supplier under the Agreement, and provided that Haymarket has not disputed the Fee and Supplier has first given Haymarket seven days' notice that the Fee is overdue, Supplier shall be entitled to charge Haymarket interest on such overdue sum at the annual rate of 2% above the base rate of Barclays Bank in force from time to time calculated from the due date up to the date of payment.
- 10.6 All sums referred to in the Agreement are exclusive of Value Added Tax, which shall (if and to the extent applicable) be payable by Haymarket.
- 10.7 Supplier shall be solely responsible for all taxes, national insurance, withholdings or contributions which may be payable out of, or as a result of the receipt of any Charges or other monies paid or payable in respect of, the Goods and/or Services. Supplier shall indemnify Haymarket against all costs, claims, expenses (including legal expenses) and/or proceedings arising out of or in connection with such payments.

11 CONFIDENTIALITY

Each party shall treat as confidential all information obtained from the other in the course of the relationship governed by the Agreement and shall not divulge such information to any person without the other party's written consent provided that this Clause 11 shall not extend to information which:

- (a) was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Agreement;
- (b) is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause 11); or
- (c) is required to be disclosed by law.

12 WARRANTIES

- 12.1 Supplier undertakes not to make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the

opinion of Haymarket disparage Haymarket, its business, its clients and/or their products or services.

- 12.2 Supplier warrants, represents and undertakes that:
- (a) it has the authority to enter into the Agreement and to comply with the obligations imposed on it under the Agreement and entering into the Agreement will not cause it to be in breach of any other obligation it has, contractual or otherwise;
 - (b) the personnel who perform the Services are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;
 - (c) the Services will be carried out in a competent and professional manner and with all reasonable skill and care, strictly in accordance with the terms of the Agreement;
 - (d) the Goods will be of satisfactory quality and fit for purpose;
 - (e) where Work comprises of editorial content, photographs, moving film, music, Documentation or any other literary or artistic work, it will be the original work of Supplier;
 - (f) where any Deliverables are delivered electronically, they will not contain any Virus;
 - (g) all Deliverables will conform with all Specifications and requirements. Without prejudice to Haymarket's other rights and remedies, Supplier shall promptly remedy, free of charge, any deficiency in Deliverables which manifests itself within 3 (three) months from the date Haymarket Accepts the relevant Deliverables; and
 - (h) the Deliverables shall not infringe the Intellectual Property Rights or any other right of a third party, shall not be defamatory of any person and shall comply with all applicable laws and regulations.

13 INDEMNITY AND INSURANCE

- 13.1 Supplier shall be liable for and shall indemnify Haymarket against any and all Losses incurred by Haymarket which arise, directly or indirectly, out of or in connection with Supplier's performance under the Agreement and any breach of warranty given by Supplier.
- 13.2 Supplier shall effect and maintain during the term of the Agreement, under a policy or policies, such insurance as is necessary in respect of Supplier's obligations and liabilities hereunder. Supplier shall provide written evidence of such insurance to Haymarket on request.

14 TERM AND TERMINATION

- 14.1 The Agreement shall have effect on and from the Effective Date.
- 14.2 Haymarket may terminate the Agreement at any time by giving Supplier not less than thirty (30) days' notice in writing.
- 14.3 The Agreement may be terminated with immediate effect by Haymarket with written notice to Supplier if Supplier engages in conduct which in the reasonable opinion of Haymarket reflects unfavourably on the good name, goodwill, reputation or image of Haymarket.
- 14.4 Either party may terminate the Agreement immediately upon written notice to the other:
 - (a) in the event of any material breach of the Agreement by the other party which is not remediable or, if remediable, is not remedied within thirty (30) days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied;
 - (b) in accordance with Clause 19.3 (Force Majeure); and
 - (c) if the other party becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a

receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

15 CONSEQUENCES OF TERMINATION

- 15.1 Upon termination of the Agreement for any reason:
 - (a) Supplier shall cease using any Haymarket Materials;
 - (b) each party shall immediately deliver to, or dispose of as directed by, the other party any and all materials and property belonging or relating to the other party then in its possession, custody or control, and shall certify in writing to the other party that the same has been done;
 - (c) Supplier shall deliver to Haymarket all Deliverables then in Supplier's possession or control whatever its state of development at that time;
 - (d) provisions of the Agreement which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Supplier acknowledges that ownership of (including ownership of all Intellectual Property Rights in) any Haymarket Materials shall remain vested in Haymarket or Haymarket's licensors.
- 16.2 Haymarket hereby grants to Supplier a revocable, non-exclusive, royalty-free licence to use, reproduce, exploit, modify, alter and integrate Haymarket Materials with other works solely in connection with the provision of the Services.
- 16.3 Haymarket may on a case by case basis agree in writing to Supplier advertising its association with Haymarket through the provision of the Services. In these circumstances, Haymarket grants a non-exclusive licence to Supplier to use for the Term certain Haymarket Materials solely for such purpose. Supplier must submit to Haymarket for prior written approval all Materials, social media posts, advertisements or promotions used in promotion or advertising which feature the Haymarket Materials, such approval to be provided in Haymarket's absolute discretion.
- 16.4 Supplier hereby assigns to Haymarket on creation and with full title guarantee all Intellectual Property Rights created in the course of providing the Services or in any Deliverable (including any Work), and in case of copyright by way of a present assignment of future copyright, including the right to sue for past infringement. Supplier shall execute any documents and do all acts required by Haymarket for the purpose of confirming such assignment. All of Supplier's pre-existing Intellectual Property Rights used in the Services are licensed (on a worldwide, non-exclusive and fully sub-licensable basis) to Haymarket for the Term as part of the Fee.
- 16.5 If Supplier becomes aware of any threatened or actual unauthorised use of Haymarket Intellectual Property Rights, Supplier shall immediately notify the same to Haymarket in writing, setting out the facts in reasonable detail. Supplier will at Haymarket's request give all reasonable co-operation to Haymarket (including the provision of Work and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of Haymarket Intellectual Property Rights.
- 16.6 Supplier shall notify Haymarket of any Third Party Materials that Supplier intends to incorporate into any Work prior to the delivery of such Work and Haymarket shall be entitled to reject such Third Party Materials in which

case Supplier shall obtain a suitable replacement. Supplier hereby grants to Haymarket a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter, integrate with other works and enhance the Third Party Materials without restriction.

- 16.7 Supplier will ensure that all moral rights or analogous rights subsisting in the Work are waived and Supplier shall also ensure that all applicable consents have been obtained to entitle Haymarket to make the fullest use of the Work without restriction or further payment.
- 16.8 Supplier agrees, at Haymarket's request, to take all such actions and execute all such documents as may in Haymarket's opinion be necessary to enable Haymarket to obtain, defend or enforce the rights assigned and licensed in this Clause 16.

17 LIABILITY

- 17.1 Subject to Clause 17.3, Supplier's maximum aggregate liability under or in connection with the Agreement (including any indemnity contained in the Agreement), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed £5,000,000.
- 17.2 Subject to Clause 17.3, Haymarket's maximum aggregate liability under or in connection with the Agreement (including any indemnity contained in the Agreement), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges paid or due at the date such action or claim arises.
- 17.3 Nothing in the Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law, or Supplier's liability under the indemnities in Clauses 7.6, 9.5 and 13.

18 DATA PROTECTION

- 18.1 During the term of the Agreement, the parties acknowledge and agree Supplier may access, receive, generate, store and/or otherwise process personal data in order to fulfil its obligations under the Agreement. The type of personal data that Supplier may be required to process under the Agreement includes names, addresses and other contact information.
- 18.2 The parties agree that in respect of any personal data processed in connection with the Agreement that Haymarket shall be the "**data controller**" and Supplier or Sub Processor shall be the "**data processor**".
- 18.3 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Laws. Supplier shall, at its own expense (except where otherwise expressly stated in this Clause 18) and without prejudice to its other rights or obligations, in respect of its processing of such personal data:
- (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of the Agreement and in accordance with Haymarket's written instructions from time to time and Supplier shall not process or permit the processing of the data for any other purpose: If Supplier is ever unsure as to the parameters of the instructions issued by Haymarket and/or believes that Haymarket's instructions may conflict with the requirements of Data Protection Laws or other applicable laws, Supplier shall immediately notify Haymarket for clarification and where requested provide reasonable details in support of any assertion that Haymarket's instructions may be unlawful;
- (b) comply with its obligations under Data Protection Laws, and the provisions of Haymarket's IT and data security policies as notified to Supplier from time to time;

- (c) only permit access to data to those Supplier personnel who require such access in order to carry out their roles in the performance of Supplier's obligations under the Agreement and ensure the reliability of all personnel and Sub processors (as defined below) who have access to the data and shall in particular ensure that any person authorised to process data in connection with the Agreement is subject to a duty of confidentiality that at a minimum is equal to the duty of confidentiality imposed on Supplier under the Agreement;
- (d) not do anything or omit to do anything that may put Haymarket in breach of its obligations under Data Protection Laws ; (v) provide Haymarket with full co-operation and assistance in relation to Haymarket's obligations and rights under Data Protection Laws including providing Haymarket and Regulators (as applicable) with all information and assistance necessary to investigate security breaches, carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Laws and assisting Haymarket by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- (e) take all measures pursuant to Article 32 of the GDPR (Security);
- (f) at its own expense without undue delay notify Haymarket in writing and provide such co-operation, assistance and information as Haymarket reasonably requires if Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under the Agreement or to either party's compliance with Data Protection Laws or becomes aware of any Security Breach;
- (g) keep at its normal place of business a written record of data processing carried out in the course of the Services and of its compliance with its obligations set out in the Agreement ("**Records**");
- (h) permit Haymarket, its third-party representatives or a Regulator or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 18 by Supplier, access to inspect, and take copies of, the Records and any other information held at Supplier's and/or Sub processors' premises or on Supplier's and/or Sub processors' systems relating to the Agreement, for the purpose of auditing Supplier's compliance with its obligations under this Clause 18. Supplier shall at its own cost give all necessary assistance to the conduct of such audits;
- (i) not engage any processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) without the prior written consent of Haymarket acting in its sole discretion. Where Haymarket authorises Supplier to appoint a third party to process the data (a "**Sub-processor**"), such authorisation is conditional on Supplier: (i) entering into a written contract with the Sub-processor that is on terms that the same as those set out in this Clause 18, provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Laws and terminates automatically on termination or expiry of the Agreement for any reason; and (ii) remaining liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Supplier;
- (j) return or destroy (as directed in writing by Haymarket) all data it has in its possession and promptly delete existing copies unless applicable law requires storage of the personal data. If Haymarket elects for destruction rather than return of the data, Supplier shall as soon as reasonably practicable ensure that all data

is destroyed and deleted from Supplier systems and provide written confirmation of compliance with this Clause 18.3(j) within 14 days of request;

- (k) only permit personal data to be processed in locations expressly approved in writing by Haymarket; and
- (l) only transfer the personal data to a territory outside of the European Economic Area with Haymarket's prior written consent and where that territory does not have a finding of adequacy by the European Commission, shall ensure, unless another lawful mechanism is agreed in writing by the parties, that prior to such transfer it executes or procures that the relevant third party executes the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("**Model Clauses**") and shall ensure that it complies and procures that the relevant third party complies with its relevant obligations under the Model Clauses or such other lawful mechanism as may be agreed by the parties. The parties agree that if the Model Clauses or other transfer mechanism agreed by the parties ceases to exist or are no longer considered to be lawful method of transferring personal data outside of the EEA, Supplier shall cease or procure that the relevant third party cease the processing of such data until such time as Supplier has in accordance with Haymarket's instructions entered into an alternative mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

19 FORCE MAJEURE

- 19.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a "**Force Majeure Event**").
- 19.2 Any failure to perform or delay in performance by any sub-contractor or supplier of Supplier shall not be a Force Majeure Event unless the sub-contractor or supplier was itself subject to a Force Majeure Event.
- 19.3 The party whose performance is affected by a Force Majeure Event shall, within two (2) days of becoming aware of the Force Majeure Event, provide a written notice to the other party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed. If any Force Majeure Event continues for a period of or exceeding ten (10) days, the non-affected party shall have the right to terminate the Agreement forthwith on written notice to the affected party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

20 ANTI-BRIBERY & CORRUPTION

- 20.1 Supplier shall:
 - (a) comply with all Relevant Requirements;
 - (b) if supplying goods or services outside the UK, not engage in any activity, practice or conduct which would constitute an offence under sections 1-2 or 6 of the BA if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with Haymarket's policies and codes of conduct relating to anti-bribery and anti-corruption as updated from time to time;
 - (d) have and shall maintain in place throughout the term of the Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;

- (e) promptly report to Haymarket any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with its performance of the Agreement; and

- (f) immediately notify Haymarket if a foreign public official becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier (and Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Agreement).

20.2 Supplier shall regularly and on Haymarket's request certify its compliance with this Clause 20 and compliance of all persons associated with it, signed by an officer of Supplier. Supplier shall provide such supporting evidence of compliance as Haymarket reasonably requests.

20.3 Supplier shall ensure that any person associated with Supplier who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on Supplier in this Clause 20 ("**Anti-Bribery Provisions**"). Supplier shall be responsible for the observance and performance by such persons of the Anti-Bribery Provisions, and shall be directly liable to Haymarket for any breach by such persons of the Anti-Bribery Provisions.

20.4 In this Clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the BA (and any guidance issued under section 9 of the BA), sections 6(5), 6(6) and section 8 of the BA respectively, and a person associated with Supplier includes but is not limited to any subcontractor of Supplier.

21 MODERN SLAVERY

21.1 Without prejudice to its other obligations, Supplier shall comply with the Anti-Slavery Law as well as Haymarket's policies and codes of conduct relating to ethics, fair dealing and modern slavery (including the SCoC) as updated from time to time. Supplier shall ensure that Slavery is not taking place in its supply chains. In this Clause 20.1, "**Anti-Slavery Law**" means all applicable laws relating to the prevention, prohibition and/or outlawing of Slavery in the UK and any other jurisdiction relevant to the performance of the Services or delivery of the Goods (and "**Slavery**" means all forms of modern slavery, human trafficking, forced labour, child labour, involuntary servitude and debt bondage).

21.2 Supplier shall not engage, and shall procure each member of its group and their respective employees, officers, agents, subcontractors and suppliers shall not engage, in any activity, practice or conduct, or fail to do anything, which would:

- (a) constitute an offence under Anti-Slavery Law if such activity, practice or conduct, or failure was carried out in the UK; and/or
- (b) cause Haymarket to be in breach of Anti-Slavery Law.

21.3 Supplier shall promptly on demand provide at its own cost such co-operation, assistance, information and access to premises as Haymarket may reasonably request in connection with Haymarket's obligations under Anti-Slavery Law (including providing prompt, accurate and complete responses to any questionnaires that Haymarket may issue in connection with Anti-Slavery Law and any follow up questions).

21.4 Supplier shall promptly and in any event within one business day of becoming aware, notify Haymarket in writing of any actual, suspected or threatened breach of Anti-Slavery Law and/or this Clause 21 and shall at its own cost immediately provide such co-operation,

assistance, information and access to premises as Haymarket may reasonably request in connection with such breach.

22 EQUALITY ACT

- 22.1 Without prejudice to its other obligations, Supplier shall comply with Equality Act 2010 and any other legislation relating to discrimination in the United Kingdom (including, the Sex Discrimination Act 1975, the Race Relations Act 1976, and the Disability Discrimination Act 1995) (“**Equality Law**”).
- 22.2 Supplier shall promptly and in any event within three (3) business days of becoming aware, notify Haymarket in writing of any actual, suspected or threatened breach by it of Equality Law.
- 22.3 Where Supplier notifies Haymarket of an actual, suspected or threatened breach of Equality Law in accordance with Clause 22.2, Haymarket may terminate the Agreement immediately upon written notice to Supplier.

23 ENVIRONMENTAL OBLIGATIONS

- 23.1 Without prejudice to its other obligations, Supplier shall comply with all Environmental Law applicable to the performance of the Services and/or delivery of the Goods and shall perform the Services and/or deliver the Goods in accordance with best industry practice with respect to its environmental impact. For the purpose of this Clause 23.1, “**Environmental Law**” means all laws, regulations and codes of practice relating to pollution of the environment or harm to human health and “**best practice**” means standards which fall within the upper quartile in the relevant industry for the provision of comparable goods and/or services which are substantially similar to the Goods and/or Services.
- 23.2 Supplier shall promptly and in any event within three (3) business days of becoming aware, notify Haymarket in writing of any actual, suspected or threatened breach by it of Environmental Law.
- 23.3 Where Supplier notifies Haymarket of an actual, suspected or threatened breach of Environmental Law in accordance with Clause 23.2, Haymarket may terminate the Agreement immediately upon written notice to Supplier.
- 23.4 Supplier shall, upon Haymarket’s request, provide Haymarket with information on its environmental performance, including but not limited to its use of renewable energy sources, its carbon footprint, and its measures to reduce greenhouse gas emissions and other pollutants. Supplier shall cooperate with Haymarket in any audits or assessments of its environmental compliance and impact.

24 NOTICES

All notices required to be given under the Agreement shall be in writing and shall be deemed to have been given:

- (a) on the date actually delivered (or on the next following business day if that date is not a business day), if delivered, by hand or email; or
- (b) three (3) business days after deposit in the mail, postage prepaid, return receipt requested, in each case sent to the person and address specified in the PO.

25 ASSIGNMENT AND SUB-CONTRACTING

- 25.1 Haymarket may assign the Agreement in whole or in part to any third party without recourse to Supplier. Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of the Agreement or any of its rights or obligations arising hereunder without the prior written consent of Haymarket.
- 25.2 To the extent that Supplier sub-contracts to any third party any of its rights or obligations hereunder, Supplier acknowledges that any such sub-contracting shall not release Supplier from any of its contractual obligations hereunder and Supplier shall remain fully responsible to Haymarket for the proper and complete discharge of all such obligations.

26 GENERAL

- 26.1 Without prejudice to the other rights and remedies available to Haymarket under the Agreement, Haymarket shall be entitled (but not obliged) at any time or times without notice to Supplier to set off any liability of Supplier to Haymarket against any liability of Haymarket to Supplier (in any case howsoever arising and whether any such liability is present or future, liquidated or unliquidated) and may for such purpose convert or exchange any currency.
- 26.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party’s right later to enforce or to exercise it.
- 26.3 The Agreement supersedes and takes precedence over any other agreement, including in particular any terms and conditions proposed by Supplier. The Agreement contains the entire agreement between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation (whether innocently or negligently made), warranty or understanding other than the statements, representations, warranties and understandings expressly set out in the Agreement. Nothing in this Clause 26.3 shall, however, operate to limit or exclude any liability for fraud.
- 26.4 The relationship of the parties is that of independent contractors dealing at arm’s length. Except as otherwise stated in the Agreement, nothing in the Agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
- 26.5 Any valid alteration to or variation of the Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.
- 26.6 The construction, validity and performance of the Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with the Agreement, provided that Haymarket shall have the right, as plaintiff, to initiate proceedings against Supplier in any other court of competent jurisdiction.
- 26.7 The Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 26.8 Where the parties agree to sign the Agreement by electronic signature (whatever form the electronic signature takes), then this method of signature is as conclusive of the parties’ intention to be bound by the Agreement as if signed by each party’s manuscript signature.
- 26.9 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.