

**AGENCY STANDARD TERMS AND CONDITIONS OF PURCHASE**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In this Agreement:**

**"Agreement"** means these written terms and conditions together with all Orders;  
**"Expense(s)"** means the expenses (including production costs) that are incurred by the Supplier in supplying the Goods and/or Services hereunder and which Agency has agreed to reimburse in accordance with the relevant Order;  
**"Fees"** means the fees payable to the Supplier for the supply of Goods and/or Services hereunder, as specified in the relevant Order;  
**"Intellectual Property Rights"** means all intellectual property rights and interests including, without limitation, rights in and in relation to any copyright, design right, registered design right, patent, trade mark, trade and business names (including all goodwill associated with any such name), moral rights, performance rights, database rights, domain names, topography rights or any similar right exercisable in any part of the world, including the benefit of any applications to register and registrations of any of the foregoing items and all rights in the nature of any of the foregoing items for their full term (including any extensions or renewals thereof) wherever in the world enforceable;  
**"Agency"** means Karmarama Limited a company registered in England and Wales with company number 03495324, whose registered office is at 30 Fenchurch Street, London, EC3M 3BD;  
**"Losses"** means all demands, claims, proceedings, liabilities, losses, interest, penalties, damages, costs, expenses, and charges whatsoever (whether founded in contract, tort or otherwise), including, without limitation, all reasonable legal and other reasonable professional costs and expenses incurred as a result of defending or settling any such claims;  
**"Order"** means Agency's order for the Goods or Services as set out in Agency's purchase order form OR in Agency's written acceptance of the Supplier's quotation;  
**"Goods"** means the products (if any) to be provided by the Supplier as set out in any Order, including any product(s) of the Services;  
**"Services"** means the services (if any) to be provided by the Supplier as set out in any Order; and  
**"Supplier"** means the person or organisation supplying Goods and/or Services to Agency as specified in the applicable Order.

**2. AGREEMENT**

**2.1** Agency's Order constitutes an offer by Agency to purchase the Goods and/or Services specified in the Order. No binding contract shall be formed until the Supplier has indicated its acceptance of the Order, either expressly by issuing a written notice of acceptance to Agency, or impliedly by starting to supply the Goods and/or Services ordered. The Supplier acknowledges that the quotation of Fees and Expenses by the Supplier in its acceptance of an Order will remain firm and open for acceptance for 90 days from the date they were first proposed.

**2.2** By accepting Agency's Order for Goods and/or Services, the Supplier shall be deemed to have accepted the terms and conditions of this Agreement, which shall govern the purchase of the Goods and Services to the exclusion of any other terms and conditions (including, without limitation, any terms and conditions of the Supplier) except those stated in any Order.

**2.3** Unless expressly stated otherwise, in the event of any conflict between the terms of this Agreement and the terms of any Order, these terms and conditions shall take precedence over the terms of any Order.

**3. SUPPLY OF GOODS AND SERVICES**

**3.1** The Supplier shall provide the Goods and Services to Agency in accordance with the terms and conditions of this Agreement and all applicable Orders.

**3.2** The Supplier shall apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for the supply of the Goods and Services to a high standard. The Supplier may only delegate work to be performed as part of the Services or source Goods required to be supplied to Agency under an Order, to a third party subcontractor, with the prior written approval of Agency. Agency shall also have a right of prior written approval as to the identity of any subcontractors to be appointed by the Supplier in accordance with this Clause 3.2. The Supplier shall remain liable for all acts and omissions of any subcontractor engaged under this Clause 3.2 as if the Supplier had itself committed such acts or omissions.

**3.3** Agency may require any variations and/or additions to the Goods and/or Services, subject to the parties agreeing to an appropriate adjustment to the Fees (such agreement not to be unreasonably withheld, delayed or conditioned). Agency shall not be responsible for any costs incurred by the Supplier in relation to any such variation, save for previously incurred, non-refundable, reasonable third party costs previously approved by Agency, provided that the Supplier shall promptly take all steps to mitigate such costs and provides to Agency reasonable written evidence and any applicable third party terms and conditions demonstrating such costs are not recoverable.

**3.4** The Supplier shall deliver the Goods to Agency or such other party as Agency may nominate from time to time, at the Supplier's risk and cost, by the date(s) and to the delivery address(es) specified in the relevant Order. Risk and (subject to Agency's right to reject the Goods pursuant to Clause 6.4) title in the Goods shall pass to Agency upon delivery. If Agency rejects any Goods for failure to conform to the warranty pursuant to Clause 6.4, risk in the rejected Goods shall revert to the Supplier. The Supplier shall perform all Services within the timescales specified by Agency in the Order. Time shall be of the essence with respect to the delivery of Goods and the supply of Services. Without prejudice to Agency's other rights and remedies, Agency has the right to refuse Goods or Services offered after the due date specified. If Agency decides at its sole

discretion to accept Goods or Services delivered after the **AGENCY STANDARD TERMS AND CONDITIONS OF PURCHASE**

**2. DEFINITIONS AND INTERPRETATION**

**3.5 In this Agreement:**

**"Agreement"** means these written terms and conditions together with all Orders;  
**"Expense(s)"** means the expenses (including production costs) that are incurred by the Supplier in supplying the Goods and/or Services hereunder and which Agency has agreed to reimburse in accordance with the relevant Order;  
**"Fees"** means the fees payable to the Supplier for the supply of Goods and/or Services hereunder, as specified in the relevant Order;  
**"Intellectual Property Rights"** means all intellectual property rights and interests including, without limitation, rights in and in relation to any copyright, design right, registered design right, patent, trade mark, trade and business names (including all goodwill associated with any such name), moral rights, performance rights, database rights, domain names, topography rights or any similar right exercisable in any part of the world, including the benefit of any applications to register and registrations of any of the foregoing items and all rights in the nature of any of the foregoing items for their full term (including any extensions or renewals thereof) wherever in the world enforceable;  
**"Agency"** means Karmarama Limited a company registered in England and Wales with company number 03495324, whose registered office is at 30 Fenchurch Street, London, EC3M 3BD;  
**"Losses"** means all demands, claims, proceedings, liabilities, losses, interest, penalties, damages, costs, expenses, and charges whatsoever (whether founded in contract, tort or otherwise), including, without limitation, all reasonable legal and other reasonable professional costs and expenses incurred as a result of defending or settling any such claims;  
**"Order"** means Agency's order for the Goods or Services as set out in Agency's purchase order form OR in Agency's written acceptance of the Supplier's quotation;  
**"Goods"** means the products (if any) to be provided by the Supplier as set out in any Order, including any product(s) of the Services;  
**"Services"** means the services (if any) to be provided by the Supplier as set out in any Order; and  
**"Supplier"** means the person or organisation supplying Goods and/or Services to Agency as specified in the applicable Order.

**4. AGREEMENT**

**4.1** Agency's Order constitutes an offer by Agency to purchase the Goods and/or Services specified in the Order. No binding contract shall be formed until the Supplier has indicated its acceptance of the Order, either expressly by issuing a written notice of acceptance to Agency, or impliedly by starting to supply the Goods and/or Services ordered. The Supplier acknowledges that the quotation of Fees and Expenses by the Supplier in its acceptance of an Order will remain firm and open for acceptance for 90 days from the date they were first proposed.

**4.2** By accepting Agency's Order for Goods and/or Services, the Supplier shall be deemed to have accepted the terms and conditions of this Agreement, which shall govern the purchase of the Goods and Services to the exclusion of any other terms and conditions (including, without limitation, any terms and conditions of the Supplier) except those stated in any Order.

**4.3** Unless expressly stated otherwise, in the event of any conflict between the terms of this Agreement and the terms of any Order, these terms and conditions shall take precedence over the terms of any Order.

**5. SUPPLY OF GOODS AND SERVICES**

**5.1** The Supplier shall provide the Goods and Services to Agency in accordance with the terms and conditions of this Agreement and all applicable Orders.

**5.2** The Supplier shall apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for the supply of the Goods and Services to a high standard. The Supplier may only delegate work to be performed as part of the Services or source Goods required to be supplied to Agency under an Order, to a third party subcontractor, with the prior written approval of Agency. Agency shall also have a right of prior written approval as to the identity of any subcontractors to be appointed by the Supplier in accordance with this Clause 3.2. The Supplier shall remain liable for all acts and omissions of any subcontractor engaged under this Clause 3.2 as if the Supplier had itself committed such acts or omissions.

**5.3** Agency may require any variations and/or additions to the Goods and/or Services, subject to the parties agreeing to an appropriate adjustment to the Fees (such agreement not to be unreasonably withheld, delayed or conditioned). Agency shall not be responsible for any costs incurred by the Supplier in relation to any such variation, save for previously incurred, non-refundable, reasonable third party costs previously approved by Agency, provided that the Supplier shall promptly take all steps to mitigate such costs and provides to Agency reasonable written evidence and any applicable third party terms and conditions demonstrating such costs are not recoverable.

**5.4** The Supplier shall deliver the Goods to Agency or such other party as Agency may nominate from time to time, at the Supplier's risk and cost, by the date(s) and to the delivery address(es) specified in the relevant Order. Risk and (subject to Agency's right to reject the Goods pursuant to Clause 6.4) title in the Goods shall pass to Agency upon delivery. If Agency rejects any Goods for failure to conform to the warranty pursuant to Clause 6.4, risk in the rejected Goods shall revert to the Supplier.

**5.5** The Supplier shall perform all Services within the timescales specified by Agency in the Order. Time shall be of the essence with respect to the delivery of Goods and the supply of Services. Without prejudice to Agency's other rights and remedies, Agency has the right to refuse Goods or Services offered after the due date specified. If

Agency decides at its sole discretion to accept Goods or Services delivered after the applicable due date, Agency may deduct from the Fees an amount to reflect the cost and loss suffered by Agency arising from the late supply.

5.6 If requested by Agency, representatives of the Supplier will attend progress and review meetings with Agency and, if appropriate, Agency's clients or affiliates for whom the Goods and/or Services are being supplied, to review the status and progress of the Goods and Services, discuss developments, consider proposals, agree actions and seek to resolve any issues arising.

## 6. PAYMENT

6.1 The Supplier may only invoice Agency for its Fees and Expenses in the amount(s) and on the date(s) set out in the applicable Order by providing Agency with a valid VAT invoice. Each invoice shall include the purchase order number given by Agency in the applicable Order or otherwise. Invoices must be received by Agency promptly and in any event within 3 months of delivery of Goods and / or Services. Agency shall not be obliged to pay any invoice that is not provided in accordance with this Clause 4. Agency is entitled to postpone and/or offset payment if the Supplier owes Agency money for any reason or if Agency disputes the amount due in good faith. Payment of an invoice (in whole or in part) will not be otherwise agreed in writing, the Supplier's invoices shall be payable by the end of the month following the month during which the invoice is received by Agency.

6.2 If the Supplier deemed acceptance of any Goods or Services.

6.3 Unless

6.4 has provided Agency with a quote, estimate or budget for any element of the Goods and/or Services to be supplied by it, and later has reason to believe that its Fees and/or Expenses will or may exceed such quote, estimate or budget, the Supplier shall immediately advise Agency, and Agency shall not be obliged to pay the Supplier any excess above such quote, estimate or budget originally provided which is not approved by Agency in advance in writing.

6.5 In respect of: (a) all Expenses; and (b) all Fees for Services which are payable on a time-spent basis: all invoices shall be accompanied by adequate records and supporting documentation in relation to the relevant Expense or (as the case may be) the time spent by the Supplier's personnel and subcontractors in performing the Services. Unless expressly stated otherwise in the applicable Order, no Fees or Expenses shall be payable on a time and materials basis and no other fees or charges shall be payable where not set out in such Order, unless Agency's prior written consent to such fees and charges has been obtained. No mark-ups will be payable in respect of Expenses.

6.6 Agency shall be entitled to any discount for prompt payment, bulk or volume of purchase received by the Supplier for work covered by Orders, and the Supplier will promptly disclose details of such discounts together with any other rebates, benefits or commissions received from third parties in respect of such work which Agency shall also be entitled to the benefit of.

6.7 All prices are exclusive of VAT or similar taxes. Applicable taxes will be billed as a separate item or line item. Agency will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorized governmental entity for the Goods and Services provided under the Agreement, excluding taxes based solely on Supplier's income or property. Agency will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemizes them on a proper invoice. Agency reserves the right to request proof of payment if previously paid by Supplier. If Agency is required to withhold or deduct any taxes from any payment, Agency will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each party will provide and make available to the other party any resale certificates, treaty certifications and other exemption information reasonably requested by the other party. Notwithstanding the foregoing, provided Agency furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Agency.

6.8 The Supplier shall be entitled to charge interest on any overdue amount at the annual rate of 2% above the base lending rate for the time being of Barclays Bank plc, which interest shall accrue on a daily basis from the date payment becomes due until the date that the Supplier has received payment of the overdue amount together with all accrued interest.

## 7. CONFIDENTIALITY

7.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the party by other party or, in the case of Agency, by an Agency client, or its or a client's employees, agents or subcontractors, and any other confidential information concerning the other party or, in the case of Agency, any of its client's, business, or its or their products and services which the party may obtain. Each party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. Each party may also disclose such of the other party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. Upon: (i) expiration or termination of the Agreement, or (ii) the request of the other party, each party will return all confidential information of the other party and, in the case of Supplier, Agency data, or delete such information.

## 8. WARRANTIES

The Supplier represents, warrants and undertakes to Agency that:

8.1 the Supplier's personnel and subcontractors who perform the Services hereunder are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;

8.2 the Services will be carried out in a competent and professional manner and with reasonable skill and care and in accordance with the terms of this Agreement and all specifications, requirements and quality standards set out in applicable Orders or as specified by Agency from time to time. If the Supplier's performance of the Services does not comply with this Clause, without prejudice to Agency's other remedies hereunder or at law, the Supplier shall (if Agency requests) perform the Services again at no extra charge;

8.3 it shall comply with (and shall ensure that all Goods and Services comply with) all applicable laws, regulatory requirements and codes of practice (including, without limitation, those relating to the protection of personal data, advertising and sales promotion);

8.4 the Goods will be (i) of the best available design and shall be free from defects in design, material and workmanship, shall be of satisfactory quality, fit for the purpose for which they are intended to be used; and (ii) shall comply with all specifications, requirements and quality standards set out in the applicable Order or supplied or communicated by Agency to the Supplier. If any Goods fail to comply with this warranty, Agency shall notify the Supplier in writing within a reasonable period depending on the nature of the Goods, but in any event within 90 days of delivery, and the Supplier shall (without prejudice to Agency's other rights and remedies) collect the defective Goods at a time and place convenient to Agency and shall immediately (and in any event within ten (10) days) (i) repair or replace the Goods or, at Agency's option, (ii) refund to Agency in full all sums paid for the relevant Goods;

8.5 it shall not 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 reasonable opinion of Agency disparage Agency, its affiliates and/or their clients, or their businesses, products or services;

8.6 where the Supplier is processing personal data (as defined in Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation ("GDPR")) supplied by or on behalf of Agency, the Supplier undertakes to Agency that: (i) it shall only process such personal data in accordance with the Supplier's written instructions from Agency and solely for the purposes of providing the Services and the Goods under this Agreement (and for no other purpose); and (ii) it shall implement and operate appropriate technical and organisational measures necessary to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;

8.7 the Goods and any concepts, ideas and materials produced by or on behalf of the Supplier as part of the Services, and Agency's use of such Goods and Services, will not infringe the Intellectual Property Rights or other rights of any third party and shall not be unlawful in any way;

8.8 where the Supplier is required to provide online, digital or other technical services to Agency in relation to the Services to be supplied under any Order, such services shall be free from any known virus, trojan horse, worm, trapdoor or similar software and that the Supplier will continue to use prudent industry standard methods, processes and applications (including the use and maintenance of up-to-date reputable industry standard anti-virus software) to minimise the risk that any such virus or similar will infect or affect any of the hardware or software systems belonging to or used by Agency, its affiliates or their clients; and

8.9 it is free to enter this Agreement and has the right, power and authority to perform its obligations and give the undertakings contained within the terms of this Agreement and is not aware of any third party rights which would prevent the exercise by Agency, its affiliates or their clients, of any of the rights granted under this Agreement.

## 9. LIABILITY AND INSURANCE

9.1 The Supplier shall be liable for and shall indemnify Agency against any and all Losses incurred by Agency, its affiliates and/or their clients, arising out of or in connection with the Supplier's performance of, or failure to perform, or delay in performing this Agreement, including, without limitation, any Losses arising out of or in connection with:

- i. defective workmanship, quality or materials in respect of any of the Goods;
- ii. any infringement or alleged infringement of any Intellectual Property Rights or other third party rights caused by the performance or use of any Goods or Services as contemplated hereunder;
- iii. any claim made against Agency in respect of any Losses sustained by any third party caused by, relating to or arising from the Goods and/or the Supplier's performance of, or failure to perform, or delay in performing the Services; and
- iv. any breach or non-performance by the Supplier of any of the warranties contained in Clause 6.

9.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage. The Supplier shall provide Agency with a copy of insurance certificate giving details of the insurance cover. The terms of any insurance or the amount of any cover shall not relieve the Supplier of any liabilities under this Agreement at the time such liability arises. The Supplier shall ensure that the insurance referred to in this clause is obtained from insurers of good reputation and financial standing and has a Standard & Poor credit rating of not less than Grade A.

- 9.3 Except with respect to a party's indemnification obligations under this Agreement, a party's breach of its obligations with respect to confidential information under this Agreement, a party's gross negligence or wilful misconduct, bodily injury or death, or damage to real and/or tangible personal property, to the extent permitted by law (i) in no event will either party be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages and (ii) in no event will either party's aggregate liability to the other party for all claims exceed the total fees paid or payable by Agency to Supplier under the Agreement.
- 10. TERM AND TERMINATION**
- 10.1 Agency may at any time and for any or no reason cancel this Agreement or any Order in whole or in part on written notice to the Supplier. Upon receipt of such a notice, the Supplier will immediately cease all work on the cancelled part(s) of the Order and promptly take all steps to mitigate all loss or costs incurred at that time. Agency shall pay the Supplier for the Goods delivered and/or Services performed in accordance with this Agreement up to and including the date of cancellation. Unless expressly provided for in the Agreement, Agency will have no obligation to pay any early termination fee or extra charges in relation to any such termination
- 10.2 Either party may terminate this Agreement forthwith upon written notice to the other party in the event of:
- v. any material or persistent breach(es) of this Agreement by the other party which breach(es) is/are either irremediable or, if remediable, is/are not remedied within 7 days after the party has served a written notice on the other party specifying the nature of the breach(es) and requiring that the same be remedied; or the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.
- 10.3 Upon termination of this Agreement for any reason, the Supplier shall immediately deliver to, or otherwise dispose of as directed by Agency, any and all materials and property in its possession, custody or control belonging or relating to Agency, its affiliates or their clients, including without limitation all partially completed Goods on which the Supplier has already started work and all materials and information reasonably required by Agency to complete such partially completed Goods.
- 10.4 The terms of and obligations imposed by any clauses or terms of this Agreement, to the extent stated, or necessarily implied by their nature, to survive termination or expiration, shall survive the expiration or termination of this Agreement for any reason.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Subject to Clause 9.3, the Supplier hereby irrevocably and unconditionally assigns (and shall procure that its officers, employees, freelancers and sub-contractors assign) as legal and beneficial owner, with full title guarantee and grants all rights, licences and consents (and shall procure that its officers, employees, freelancers and sub-contractors grant all rights, licences and consent) to Agency (and, in the case of assignment of copyright, by present assignment of present and future copyright) all Intellectual Property Rights in and to the Goods and Services for the full duration of such rights and any renewals or extensions thereof, wherever in the world enforceable, including, without limitation, all rights to sue for past infringement and applications in respect of the same, so that the Supplier may make the fullest use of such Goods and Services. The Supplier hereby irrevocably and unconditionally waives and agrees not to assert (and shall procure that its officers, employees, freelancers and sub-contractors shall irrevocably and unconditionally waive and agree not to assert) any moral or other similar rights in and to the Goods and the Services in accordance with the Copyright Designs and Patents Act 1988 (in the UK) or any corresponding foreign rights in connection with the authorship of any copyright works in connection with the provision of the Services and the Goods, wherever in the world enforceable.
- 11.2 The Supplier warrants that in order to give full effect to any assignment under Clause 9.1, it shall acquire the necessary assignments of any and all Intellectual Property Rights from any third parties engaged in association with the provision of the Services or the Goods and where such assignment cannot be obtained, the procedure in Clause 9.3 shall apply.
- 11.3 If and to the extent that any of the Goods and/or the Services will comprise or include any rights belonging to any third party, the Supplier will inform Agency before including such third party material in the Goods and/or the Services and will not include any such third party material unless the Supplier has Agency's express prior written approval to include such third party material. In this Clause "written approval" means written approval by officers or employees of Agency authorised to approve the Supplier's Goods and/or Services as notified by Agency from time to time. Following such written approval, the Supplier shall procure that Agency and any of its affiliates or clients for whom the relevant Goods and/or Services were purchased, shall be licensed (free of charge and for such period as may be necessary or desirable) to enable Agency or such clients and affiliates to make the fullest use of the Goods and/or the Services as they see fit.
- 11.4 The Supplier undertakes to Agency not to register, assign or licence any Intellectual Property Rights in and to the Goods and/or the Services without Agency's prior written consent. In the event that the Supplier does register any such rights (by way of example only, in relation to any trade marks or domain names), without prejudice to Agency's other rights and remedies under this Agreement or at law, the Supplier shall transfer the registration of such rights to Agency promptly upon request and at the Supplier's cost.
- 11.5 The Supplier shall, at Agency's request, take all such actions and execute all such documents as may in Agency's opinion be necessary to enable Agency to perfect the transfer or assignment of all rights, title and interest to Agency under Clause 9.1 or to obtain, defend or enforce its rights in or arising from the Goods and/or Services or to assign or license such rights to any client or affiliate for whom the relevant Goods and/or Services were purchased by Agency. The Supplier undertakes that it shall not do or fail to do any act which would or might prejudice Agency's rights under this Clause 9.
- 11.6 Without prejudice to any other of the rights and remedies available to Agency, if the performance of the Services or the use of or dealing with any Goods by Agency or its affiliates or clients for whom such Services and/or Goods were purchased, infringes, or in Agency's opinion is likely to be held to infringe, in whole or in any part, any third party Intellectual Property Right or other right, the Supplier shall at Agency's option: (a) procure for Agency and such third parties as Agency may nominate from time to time, the right to continue to receive the Services and use the Goods in question, free of any liability for such infringement; (b) replace or modify the Services and/or Goods in question so that they become non-infringing while otherwise complying with the requirements of this Agreement; or (c) remove such Goods or any parts thereof from the Goods to be provided under the terms of this Agreement in compliance with an Order and refund to Agency all fees and charges paid by Agency in association with such Goods and any parts thereof.
- 11.7 The Supplier undertakes not to use any Intellectual Property Rights which are owned or used by Agency, its affiliates or their clients in connection with the provision of Services or the Goods other than in the form or manner directed and approved by Agency in advance. Any such approved use of such Intellectual Property Rights shall be in accordance with any brand guidelines and other instructions supplied by Agency from time to time. For the avoidance of doubt, nothing in this Agreement shall be deemed or construed as an assignment by Agency to the Supplier of any Intellectual Property Rights owned by Agency, its affiliates or their clients, whether in this Clause 9 or otherwise.
- 12. RECORDS / AUDIT**
- 12.1 In respect of all Expenses and in respect of Services carried out on a time and materials or a time-spent basis, the Supplier shall maintain such accounts and records as are reasonably necessary for the purpose of enabling Agency to conduct an audit of such Expenses (the "Records").
- 12.2 The Supplier will allow Agency by its own personnel, or by a suitably qualified independent auditor or accountant, to enter the Supplier's premises, have access to and take copies of all the Records during the period(s) for which Goods and/or Services are being provided under any Order and for 72 months afterwards. Any such access shall be on reasonable notice (in writing) at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records.
- 12.3 Should any audit or inspection of the Records by Agency reveal that Agency has been overcharged, the Supplier shall reimburse to Agency the amount of the overcharge within seven days of Agency's request, plus interest at an annual rate of 2% above the base lending rate of Barclays Bank plc, accruing on a daily basis commencing from the date Agency paid such excess up to and until such payment is reimbursed to Agency.
- 12.4 The Supplier will afford to Agency all reasonable assistance in the carrying out of audits or inspections. Agency will ensure that any information obtained in the course of the audit or inspection concerning the Supplier's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit or inspection.
- 13. NOTICES**
- Unless expressly stated otherwise in this Agreement, all notices under this Agreement must be in writing and must be delivered personally, sent by certified mail (return receipt requested); or sent by express courier (with confirmation of delivery). The notice shall be deemed given and effective upon receipt: (i) when it is delivered to a party personally; (ii) upon receipt if sent certified mail, return receipt requested; or (iii) when delivered by a nationally recognized overnight courier service such as FedEx (with confirmation of delivery). Any notice by email shall only be allowed in the particular clauses of this Agreement that expressly permit it. All notices must be addressed to the other party at the address set forth in the Agreement. Either party may designate a different address by giving ten (10) days' written notice to the other party in accordance with this Agreement.
- 14. SET-OFF**
- Without prejudice to the other rights and remedies available to Agency under this Agreement or otherwise, Agency shall be entitled (but not obliged) at any time without notice to the Supplier to set off any liability of the Supplier to Agency against any liability of Agency to the Supplier (in any case howsoever arising and whether any such liability is present or future, liquidated or unliquidated) and may exchange any currency to do so.
- 15. EMPLOYEES**
- Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Agency and Supplier (including its personnel). Agency will have no liability or responsibility for Supplier's personnel. Supplier will remove personnel from any assignment under the Agreement, for any lawful reason at Agency's sole and reasonable discretion. The parties agree and acknowledge that they do not intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced ("TUPE") shall apply to this Agreement. The Supplier



will be liable for and indemnify Agency in respect of losses, claims, liabilities, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable suffered or incurred by Agency in respect of any claim or action brought by any employee or former employee of the Supplier (including key personnel), including in respect of TUPE. The Supplier shall remain responsible for obligations which are performed by employees, agents or sub-contractors and for the acts or omissions of employees, agents and sub-contractors as if they were acts or omissions of the Supplier.

#### 16. COMPLIANCE WITH LAWS

- 16.1 The Supplier shall comply with, all laws, regulations and codes applicable to Supplier in the performance of the Agreement, in effect on, or that become effective after, the effective date of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws (collectively, "Relevant Requirements"), and all contract clauses required by such Relevant Requirements are incorporated by reference. Supplier will not provide any Deliverables to Agency that would cause a violation of any such Relevant Requirements
- 16.2 The Supplier shall, on Agency's request, provide supporting evidence of compliance with this clause 14 by the Supplier and all persons associated with it under clause 14.2. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Agency for any breach by such persons of any of the Relevant Terms.
- 16.3 Unless otherwise agreed in writing, the Supplier will not provide any Goods or deliverables to Agency that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Agency with the export control classification under applicable Trade Control Laws of any Goods or deliverables provided in the performance of the Agreement.
- 16.4 Breach of this clause 14 shall be deemed a material breach under clause 8.2.1. Supplier will promptly notify Agency of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Agency for any violation of such laws or a breach of this clause 14.

#### 17. GENERAL

- 17.1 The Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of Agency. Agency's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any affiliate of Agency. Supplier hereby provides its consent in advance for such assignment or transfer.
- 17.2 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 this 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.
- 17.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 17.4 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each party agrees that it has not been induced to enter into this Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for any fraudulent statement or act.
- 17.5 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of Agency.
- 17.6 Any client of Agency for whose benefit the Goods and/or Services are purchased by Agency shall have the right to enforce the terms of this Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "Third Party Rights Act").
- 17.7 Except as provided in Clause 15.6, a person who is not a party to this Agreement shall have no rights under the Third Party Rights Act to enforce any term of this Agreement (other than a company within the Supplier's affiliates).
- 17.8 In the provision of the Services and Goods and in all contracts with third parties the Supplier may enter into on Agency's behalf, the Supplier shall act as a principal at law. Nothing in this Agreement shall render the Supplier or its employees as an employee, agent or partner of Agency and the Supplier shall not hold itself out as such. Agency shall not be liable for any of the acts or omissions of the Supplier. The Supplier shall not, without the prior written consent of Agency, pledge the credit of Agency or any of its affiliates or clients, nor sign any document, enter into any agreement or make any undertaking on behalf of Agency or any other such party.
- 17.9 The Supplier shall not, without the prior written approval of Agency, make any reference to its association with Agency or Agency's affiliates or clients, or the

provision of the Services and Goods, in any press releases, marketing materials or other materials prepared by or on behalf of the Supplier for the purpose of publicising its association with Agency and the matters addressed within this Agreement.

- 17.10 This 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 save in relation to the enforcement of judgments where such jurisdiction shall be non-exclusive. The parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.
- 17.11 Agency is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier will act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at <https://www.accenture.com/us-en/company-ethics-code>.
- 17.12 applicable due date, Agency may deduct from the Fees an amount to reflect the cost and loss suffered by Agency arising from the late supply.
- 17.13 If requested by Agency, representatives of the Supplier will attend progress and review meetings with Agency and, if appropriate, Agency's clients or affiliates for whom the Goods and/or Services are being supplied, to review the status and progress of the Goods and Services, discuss developments, consider proposals, agree actions and seek to resolve any issues arising.

#### 18. PAYMENT

- 18.1 The Supplier may only invoice Agency for its Fees and Expenses in the amount(s) and on the date(s) set out in the applicable Order by providing Agency with a valid VAT invoice. Each invoice shall include the purchase order number given by Agency in the applicable Order or otherwise. Invoices must be received by Agency promptly and in any event within 3 months of delivery of Goods and / or Services. Agency shall not be obliged to pay any invoice that is not provided in accordance with this Clause 4. Agency is entitled to postpone and/or offset payment if the Supplier owes Agency money for any reason or if Agency disputes the amount due in good faith. Payment of an invoice (in whole or in part) will not be otherwise agreed in writing, the Supplier's invoices shall be payable by the end of the month following the month during which the invoice is received by Agency.
- 18.2 If the Supplier deemed acceptance of any Goods or Services.
- 18.3 Unless
- 18.4 has provided Agency with a quote, estimate or budget for any element of the Goods and/or Services to be supplied by it, and later has reason to believe that its Fees and/or Expenses will or may exceed such quote, estimate or budget, the Supplier shall immediately advise Agency, and Agency shall not be obliged to pay the Supplier any excess above such quote, estimate or budget originally provided which is not approved by Agency in advance in writing.
- 18.5 In respect of: (a) all Expenses; and (b) all Fees for Services which are payable on a time-spent basis: all invoices shall be accompanied by adequate records and supporting documentation in relation to the relevant Expense or (as the case may be) the time spent by the Supplier's personnel and subcontractors in performing the Services. Unless expressly stated otherwise in the applicable Order, no Fees or Expenses shall be payable on a time and materials basis and no other fees or charges shall be payable where not set out in such Order, unless Agency's prior written consent to such fees and charges has been obtained. No mark-ups will be payable in respect of Expenses.
- 18.6 Agency shall be entitled to any discount for prompt payment, bulk or volume of purchase received by the Supplier for work covered by Orders, and the Supplier will promptly disclose details of such discounts together with any other rebates, benefits or commissions received from third parties in respect of such work which Agency shall also be entitled to the benefit of.
- 18.7 All prices are exclusive of VAT or similar taxes. Applicable taxes will be billed as a separate item or line item. Agency will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorized governmental entity for the Goods and Services provided under the Agreement, excluding taxes based solely on Supplier's income or property. Agency will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemizes them on a proper invoice. Agency reserves the right to request proof of payment if previously paid by Supplier. If Agency is required to withhold or deduct any taxes from any payment, Agency will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each party will provide and make available to the other party any resale certificates, treaty certifications and other exemption information reasonably requested by the other party. Notwithstanding the foregoing, provided Agency furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Agency.
- 18.8 The Supplier shall be entitled to charge interest on any overdue amount at the annual rate of 2% above the base lending rate for the time being of Barclays Bank plc, which interest shall accrue on a daily basis from the date payment becomes due until the date that the Supplier has received payment of the overdue amount together with all accrued interest.

#### 19. CONFIDENTIALITY

- 19.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature

and have been disclosed to the party by other party or, in the case of Agency, by an Agency client, or its or a client's employees, agents or subcontractors, and any other confidential information concerning the other party or, in the case of Agency, any of its client's, business, or its or their products and services which the party may obtain. Each party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. Each party may also disclose such of the other party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. Upon: (i) expiration or termination of the Agreement, or (ii) the request of the other party, each party will return all confidential information of the other party and, in the case of Supplier, Agency data, or delete such information.

## 20. WARRANTIES

- The Supplier represents, warrants and undertakes to Agency that:
- 20.1 the Supplier's personnel and subcontractors who perform the Services hereunder are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;
- 20.2 the Services will be carried out in a competent and professional manner and with reasonable skill and care and in accordance with the terms of this Agreement and all specifications, requirements and quality standards set out in applicable Orders or as specified by Agency from time to time. If the Supplier's performance of the Services does not comply with this Clause, without prejudice to Agency's other remedies hereunder or at law, the Supplier shall (if Agency requests) perform the Services again at no extra charge;
- 20.3 it shall comply with (and shall ensure that all Goods and Services comply with) all applicable laws, regulatory requirements and codes of practice (including, without limitation, those relating to the protection of personal data, advertising and sales promotion);
- 20.4 the Goods will be (i) of the best available design and shall be free from defects in design, material and workmanship, shall be of satisfactory quality, fit for the purpose for which they are intended to be used; and (ii) shall comply with all specifications, requirements and quality standards set out in the applicable Order or supplied or communicated by Agency to the Supplier. If any Goods fail to comply with this warranty, Agency shall notify the Supplier in writing within a reasonable period depending on the nature of the Goods, but in any event within 90 days of delivery, and the Supplier shall (without prejudice to Agency's other rights and remedies) collect the defective Goods at a time and place convenient to Agency and shall immediately (and in any event within ten (10) days) (i) repair or replace the Goods or, at Agency's option, (ii) refund to Agency in full all sums paid for the relevant Goods;
- 20.5 it shall not 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 reasonable opinion of Agency disparage Agency, its affiliates and/or their clients, or their businesses, products or services;
- 20.6 where the Supplier is processing personal data (as defined in Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation ("GDPR")) supplied by or on behalf of Agency, the Supplier undertakes to Agency that: (i) it shall only process such personal data in accordance with the Supplier's written instructions from Agency and solely for the purposes of providing the Services and the Goods under this Agreement (and for no other purpose); and (ii) it shall implement and operate appropriate technical and organisational measures necessary to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;
- 20.7 the Goods and any concepts, ideas and materials produced by or on behalf of the Supplier as part of the Services, and Agency's use of such Goods and Services, will not infringe the Intellectual Property Rights or other rights of any third party and shall not be unlawful in any way;
- 20.8 where the Supplier is required to provide online, digital or other technical services to Agency in relation to the Services to be supplied under any Order, such services shall be free from any known virus, trojan horse, worm, trapdoor or similar software and that the Supplier will continue to use prudent industry standard methods, processes and applications (including the use and maintenance of up-to-date reputable industry standard anti-virus software) to minimise the risk that any such virus or similar will infect or affect any of the hardware or software systems belonging to or used by Agency, its affiliates or their clients; and
- 20.9 it is free to enter this Agreement and has the right, power and authority to perform its obligations and give the undertakings contained within the terms of this Agreement and is not aware of any third party rights which would prevent the exercise by Agency, its affiliates or their clients, of any of the rights granted under this Agreement.

## 21. LIABILITY AND INSURANCE

- 21.1 The Supplier shall be liable for and shall indemnify Agency against any and all Losses incurred by Agency, its affiliates and/or their clients, arising out of or in connection with the Supplier's performance of, or failure to perform, or delay in performing this Agreement, including, without limitation, any Losses arising out of or in connection with:
- vi. defective workmanship, quality or materials in respect of any of the Goods;
- vii. any infringement or alleged infringement of any Intellectual Property Rights or other third party rights caused by the performance or use of any Goods or Services as contemplated hereunder;

- viii. any claim made against Agency in respect of any Losses sustained by any third party caused by, relating to or arising from the Goods and/or the Supplier's performance of, or failure to perform, or delay in performing the Services; and
- ix. any breach or non-performance by the Supplier of any of the warranties contained in Clause 6.
- 21.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage. The Supplier shall provide Agency with a copy of insurance certificate giving details of the insurance cover. The terms of any insurance or the amount of any cover shall not relieve the Supplier of any liabilities under this Agreement at the time such liability arises. The Supplier shall ensure that the insurance referred to in this clause is obtained from insurers of good reputation and financial standing and has a Standard & Poor credit rating of not less than Grade A.
- 21.3 Except with respect to a party's indemnification obligations under this Agreement, a party's breach of its obligations with respect to confidential information under this Agreement, a party's gross negligence or wilful misconduct, bodily injury or death, or damage to real and/or tangible personal property, to the extent permitted by law (i) in no event will either party be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages and (ii) in no event will either party's aggregate liability to the other party for all claims exceed the total fees paid or payable by Agency to Supplier under the Agreement.
- ## 22. TERM AND TERMINATION
- 22.1 Agency may at any time and for any or no reason cancel this Agreement or any Order in whole or in part on written notice to the Supplier. Upon receipt of such a notice, the Supplier will immediately cease all work on the cancelled part(s) of the Order and promptly take all steps to mitigate all loss or costs incurred at that time. Agency shall pay the Supplier for the Goods delivered and/or Services performed in accordance with this Agreement up to and including the date of cancellation. Unless expressly provided for in the Agreement, Agency will have no obligation to pay any early termination fee or extra charges in relation to any such termination
- 22.2 Either party may terminate this Agreement forthwith upon written notice to the other party in the event of:
- x. any material or persistent breach(es) of this Agreement by the other party which breach(es) is/are either irremediable or, if remediable, is/are not remedied within 7 days after the party has served a written notice on the other party specifying the nature of the breach(es) and requiring that the same be remedied; or the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.
- 22.3 Upon termination of this Agreement for any reason, the Supplier shall immediately deliver to, or otherwise dispose of as directed by Agency, any and all materials and property in its possession, custody or control belonging to Agency, its affiliates or their clients, including without limitation all partially completed Goods on which the Supplier has already started work and all materials and information reasonably required by Agency to complete such partially completed Goods.
- 22.4 The terms of and obligations imposed by any clauses or terms of this Agreement, to the extent stated, or necessarily implied by their nature, to survive termination or expiration, shall survive the expiration or termination of this Agreement for any reason.
- ## 23. INTELLECTUAL PROPERTY RIGHTS
- 23.1 Subject to Clause 9.3, the Supplier hereby irrevocably and unconditionally assigns (and shall procure that its officers, employees, freelancers and sub-contractors assign) as legal and beneficial owner, with full title guarantee and grants all rights, licences and consents (and shall procure that its officers, employees, freelancers and sub-contractors grant all rights, licences and consent) to Agency (and, in the case of assignment of copyright, by present assignment of present and future copyright) all Intellectual Property Rights in and to the Goods and Services for the full duration of such rights and any renewals or extensions thereof, wherever in the world enforceable, including, without limitation, all rights to sue for past infringement and applications in respect of the same, so that the Supplier may make the fullest use of such Goods and Services. The Supplier hereby irrevocably and unconditionally waives and agrees not to assert (and shall procure that its officers, employees, freelancers and sub-contractors shall irrevocably and unconditionally waive and agree not to assert) any moral or other similar rights in and to the Goods and the Services in accordance with the Copyright Designs and Patents Act 1988 (in the UK) or any corresponding foreign rights in connection with the authorship of any copyright works in connection with the provision of the Services and the Goods, wherever in the world enforceable.
- 23.2 The Supplier warrants that in order to give full effect to any assignment under Clause 9.1, it shall acquire the necessary assignments of any and all Intellectual Property Rights from any third parties engaged in association with the provision of the Services or the Goods and where such assignment cannot be obtained, the procedure in Clause 9.3 shall apply.
- 23.3 If and to the extent that any of the Goods and/or the Services will comprise or include any rights belonging to any third party, the Supplier will inform Agency before including such third party material in the Goods and/or the Services and will not include any such third party material unless the Supplier has Agency's express prior

- written approval to include such third party material. In this Clause "written approval" means written approval by officers or employees of Agency authorised to approve the Supplier's Goods and/or Services as notified by Agency from time to time. Following such written approval, the Supplier shall procure that Agency and any of its affiliates or clients for whom the relevant Goods and/or Services were purchased, shall be licensed (free of charge and for such period as may be necessary or desirable) to enable Agency or such clients and affiliates to make the fullest use of the Goods and/or the Services as they see fit.
- 23.4 The Supplier undertakes to Agency not to register, assign or licence any Intellectual Property Rights in and to the Goods and/or the Services without Agency's prior written consent. In the event that the Supplier does register any such rights (by way of example only, in relation to any trade marks or domain names), without prejudice to Agency's other rights and remedies under this Agreement or at law, the Supplier shall transfer the registration of such rights to Agency promptly upon request and at the Supplier's cost.
- 23.5 The Supplier shall, at Agency's request, take all such actions and execute all such documents as may in Agency's opinion be necessary to enable Agency to perfect the transfer or assignment of all rights, title and interest to Agency under Clause 9.1 or to obtain, defend or enforce its rights in or arising from the Goods and/or Services or to assign or license such rights to any client or affiliate for whom the relevant Goods and/or Services were purchased by Agency. The Supplier undertakes that it shall not do or fail to do any act which would or might prejudice Agency's rights under this Clause 9.
- 23.6 Without prejudice to any other of the rights and remedies available to Agency, if the performance of the Services or the use of or dealing with any Goods by Agency or its affiliates or clients for whom such Services and/or Goods were purchased, infringes, or in Agency's opinion is likely to be held to infringe, in whole or in any part, any third party Intellectual Property Right or other right, the Supplier shall at Agency's option: (a) procure for Agency and such third parties as Agency may nominate from time to time, the right to continue to receive the Services and use the Goods in question, free of any liability for such infringement; (b) replace or modify the Services and/or Goods in question so that they become non-infringing while otherwise complying with the requirements of this Agreement; or (c) remove such Goods or any parts thereof from the Goods to be provided under the terms of this Agreement in compliance with an Order and refund to Agency all fees and charges paid by Agency in association with such Goods and any parts thereof.
- 23.7 The Supplier undertakes not to use any Intellectual Property Rights which are owned or used by Agency, its affiliates or their clients in connection with the provision of Services or the Goods other than in the form or manner directed and approved by Agency in advance. Any such approved use of such Intellectual Property Rights shall be in accordance with any brand guidelines and other instructions supplied by Agency from time to time. For the avoidance of doubt, nothing in this Agreement shall be deemed or construed as an assignment by Agency to the Supplier of any Intellectual Property Rights owned by Agency, its affiliates or their clients, whether in this Clause 9 or otherwise.
- 24. RECORDS / AUDIT**
- 24.1 In respect of all Expenses and in respect of Services carried out on a time and materials or a time-spent basis, the Supplier shall maintain such accounts and records as are reasonably necessary for the purpose of enabling Agency to conduct an audit of such Expenses (the "Records").
- 24.2 The Supplier will allow Agency by its own personnel, or by a suitably qualified independent auditor or accountant, to enter the Supplier's premises, have access to and take copies of all the Records during the period(s) for which Goods and/or Services are being provided under any Order and for 72 months afterwards. Any such access shall be on reasonable notice (in writing) at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records.
- 24.3 Should any audit or inspection of the Records by Agency reveal that Agency has been overcharged, the Supplier shall reimburse to Agency the amount of the overcharge within seven days of Agency's request, plus interest at an annual rate of 2% above the base lending rate of Barclays Bank plc, accruing on a daily basis commencing from the date Agency paid such excess up to and until such payment is reimbursed to Agency.
- 24.4 The Supplier will afford to Agency all reasonable assistance in the carrying out of audits or inspections. Agency will ensure that any information obtained in the course of the audit or inspection concerning the Supplier's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit or inspection.
- 25. NOTICES**
- Unless expressly stated otherwise in this Agreement, all notices under this Agreement must be in writing and must be delivered personally, sent by certified mail (return receipt requested); or sent by express courier (with confirmation of delivery). The notice shall be deemed given and effective upon receipt: (i) when it is delivered to a party personally; (ii) upon receipt if sent certified mail, return receipt requested; or (iii) when delivered by a nationally recognized overnight courier service such as FedEx (with confirmation of delivery). Any notice by email shall only be allowed in the particular clauses of this Agreement that expressly permit it. All notices must be addressed to the other party at the address set forth in the Agreement. Either party may designate a different address by giving ten (10) days' written notice to the other party in accordance with this Agreement.
- 26. SET-OFF**
- Without prejudice to the other rights and remedies available to Agency under this Agreement or otherwise, Agency shall be entitled (but not obliged) at any time without notice to the Supplier to set off any liability of the Supplier to Agency against any liability of Agency to the Supplier (in any case howsoever arising and whether any such liability is present or future, liquidated or unliquidated) and may exchange any currency to do so.
- 27. EMPLOYEES**
- Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Agency and Supplier (including its personnel). Agency will have no liability or responsibility for Supplier's personnel. Supplier will remove personnel from any assignment under the Agreement, for any lawful reason at Agency's sole and reasonable discretion. The parties agree and acknowledge that they do not intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced ("TUPE") shall apply to this Agreement. The Supplier will be liable for and indemnify Agency in respect of losses, claims, liabilities, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable suffered or incurred by Agency in respect of any claim or action brought by any employee or former employee of the Supplier (including key personnel), including in respect of TUPE. The Supplier shall remain responsible for obligations which are performed by employees, agents or sub-contractors and for the acts or omissions of employees, agents and sub-contractors as if they were acts or omissions of the Supplier.
- 28. COMPLIANCE WITH LAWS**
- 28.1 The Supplier shall comply with, all laws, regulations and codes applicable to Supplier in the performance of the Agreement, in effect on, or that become effective after, the effective date of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws (collectively, "Relevant Requirements"), and all contract clauses required by such Relevant Requirements are incorporated by reference. Supplier will not provide any Deliverables to Agency that would cause a violation of any such Relevant Requirements
- 28.2 The Supplier shall, on Agency's request, provide supporting evidence of compliance with this clause 14 by the Supplier and all persons associated with it under clause 14.2. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Agency for any breach by such persons of any of the Relevant Terms.
- 28.3 Unless otherwise agreed in writing, the Supplier will not provide any Goods or deliverables to Agency that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Agency with the export control classification under applicable Trade Control Laws of any Goods or deliverables provided in the performance of the Agreement.
- 28.4 Breach of this clause 14 shall be deemed a material breach under clause 8.2.1. Supplier will promptly notify Agency of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Agency for any violation of such laws or a breach of this clause 14.
- 29. GENERAL**
- 29.1 The Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of Agency. Agency's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any affiliate of Agency. Supplier hereby provides its consent in advance for such assignment or transfer.
- 29.2 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 this 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.
- 29.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 29.4 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each party agrees that it has not been induced to enter into this Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this

- Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for any fraudulent statement or act.
- 29.5 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of Agency.
- 29.6 Any client of Agency for whose benefit the Goods and/or Services are purchased by Agency shall have the right to enforce the terms of this Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 (the “**Third Party Rights Act**”).
- 29.7 Except as provided in Clause 15.6, a person who is not a party to this Agreement shall have no rights under the Third Party Rights Act to enforce any term of this Agreement (other than a company within the Supplier's affiliates).
- 29.8 In the provision of the Services and Goods and in all contracts with third parties the Supplier may enter into on Agency's behalf, the Supplier shall act as a principal at law. Nothing in this Agreement shall render the Supplier or its employees as an employee, agent or partner of Agency and the Supplier shall not hold itself out as such. Agency shall not be liable for any of the acts or omissions of the Supplier. The Supplier shall not, without the prior written consent of Agency, pledge the credit of Agency or any of its affiliates or clients, nor sign any document, enter into any agreement or make any undertaking on behalf of Agency or any other such parties.
- 29.9 The Supplier shall not, without the prior written approval of Agency, make any reference to its association with Agency or Agency's affiliates or clients, or the provision of the Services and Goods, in any press releases, marketing materials or other materials prepared by or on behalf of the Supplier for the purpose of publicising its association with Agency and the matters addressed within this Agreement.
- 29.10 This 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 save in relation to the enforcement of judgments where such jurisdiction shall be non-exclusive. The parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.
- 29.11 Agency is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier will act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at <https://www.accenture.com/us-en/company-ethics-code>.