



AN OSG COMPANY

**COMMUNISIS GROUP  
CONDITIONS OF PURCHASE  
(PREMIUMS)**

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1. the following words and expressions have the following meanings and words and expressions defined in one Condition will the same meaning when used in another:

<b>“Agreement Personal Data”</b>	Personal Data which is to be Processed under the Contract, as more particularly described in the Data Processing Annex
<b>“Applicable Laws”</b>	any:  (a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union);  (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or  (c) legally binding industry code of conduct or guideline  in force from time to time which relates to the Contract and/or any products, Goods, and Services provided in connection with the Contract and/or the activities which are comprised in all or some of the Goods and/ or Services or the use or application of the output from the Goods and/ or Services
<b>“Anti-Slavery Laws”</b>	all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti- forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act
<b>“Authorised Sub-Processors”</b>	the Sub-Processors authorised by us to Process Agreement Personal Data to the extent set out in the relevant Data Processing Annex
<b>“Authority”</b>	any government, agency, regulator or prosecutor
<b>“Business Day”</b>	a day that is not a Saturday, Sunday or public or bank holiday in the country in which we are based
<b>“CFA”</b>	the Criminal Finances Act 2017
<b>“CFA Offence”</b>	an offence under section 45 or section 46 of the CFA
<b>“Charges”</b>	the charges for the Services set out in the Order

<b>“Communis Group”</b>	us and any of member of our Group
<b>“Control”</b>	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and <b>“Controls”</b> and <b>“Controlled”</b> will be construed accordingly
<b>“Data Processing Annex”</b>	<p>the applicable annex(es) agreed by the parties in writing (as amended and updated from time to time) in relation to the Contract which sets out:</p> <ul style="list-style-type: none"> <li>(i) in respect of the Agreement Personal Data: the subject-matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects;</li> <li>(ii) any Authorised Sub-Processors permitted to Process Agreement Personal Data in connection with the Agreement</li> </ul> <p>an example of which is set out in the Annex to these terms and conditions</p>
<b>“Data Protection Laws”</b>	<p>all Applicable Laws relating to data protection, the processing of personal data and privacy, including:</p> <ul style="list-style-type: none"> <li>(a) the Data Protection Act 1998;</li> <li>(b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; and</li> <li>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);</li> </ul> <p>and references to <b>“Controller”</b>, <b>“Data Controller”</b>, <b>“Data Processor”</b>, <b>“Data Subjects”</b>, <b>“Personal Data”</b>, <b>“Process”</b>, <b>“Processed”</b>, <b>“Processing”</b>, <b>“Processor”</b> and <b>“Supervisory Authority”</b> have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws</p>
<b>“Facilitation of Tax Evasion Offence”</b>	a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence, as those terms are defined in the CFA
<b>“Group”</b>	together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time
<b>“Insolvency Event”</b>	<p>a party:</p> <ul style="list-style-type: none"> <li>(i) has a receiver, administrator or provisional liquidator appointed;</li> <li>(ii) is subject to a notice of intention to appoint an administrator;</li> <li>(iii) passes a resolution for its winding-up (save for the purpose of a solvent restructuring);</li> <li>(iv) has a winding up order made by a court in respect of it;</li> </ul>

- (v) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring);
- (vi) ceases to carry on business;
- (vii) has any steps or actions taken in connection with any of these procedures; or
- (viii) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
- (ix) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000); or
- (x) is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030)

**“International Transfer”**

a transfer of Agreement Personal Data which is undergoing Processing, or which is intended to be Processed after transfer, to a country outside the countries that comprise the European Economic Area from time to time and, in the event that the United Kingdom (or any part of it) falls outside the European Economic Area, the countries that comprise the European Economic Area and the United Kingdom (or that part of it)

**“Liability”**

liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under the Contract in each case howsoever caused including if caused by negligence

**“Modern Slavery Act”**

the Modern Slavery Act 2015

**Modern Slavery Practice”**

any practice amounting to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited

**“Order”**

an order for Goods and/or Services issued by us

**“Premiums”**

promotional consumer products and offers to be provided by you as described in an Order

**“Prices”**

the prices for the Goods set out in the Order

<b>“Recoverable Liabilities”</b>	all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis including legal and other professional costs and costs of enforcement), damages and expenses that the indemnified party does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified party by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis including legal and other professional costs and costs of enforcement), damages and expenses the indemnified party does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding
<b>“Specification”</b>	the technical specification of the Goods and Services including all plans, drawings, data and other information including all materials and information which explain the structure, type, design, operation and functionality of the Goods and Services referred to in or attached to the Order
<b>“Sub-Processor”</b>	any third party appointed by you to Process Agreement Personal Data
<b>“we” or “us”</b>	means the member of the Communisis Group which places the Order
<b>“you”</b>	the person named as the supplier in the Order

- 1.2. references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.3. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.4. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.5. the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word “other” or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.6. any reference to time of day is to the time in the country in which we are based and a day is to a period of 24 hours running from midnight to midnight; and
- 1.7. wherever in these Conditions our consent is required before you are permitted to do a particular act or thing, unless otherwise expressly provided, we are entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

## **2. CONTRACT FORMATION**

- 2.1. Your quotation constitutes an offer by you to supply the Premiums (“**Goods**”) and services (“**Services**”) set out in the quotation to us on these Conditions and will, unless we agree otherwise, be open for acceptance by us for 30 days from and including its date. A contract for the supply of Goods and Services by you to us on these Conditions (“**Contract**”) will be formed when we accept the quotation by issuing the Order to you. For the avoidance of doubt we are under no obligation to accept the quotation.

- 2.2. These Conditions are the only terms and conditions on which we will purchase goods and services from you and apply to the exclusion of all other terms and conditions including any which you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Delivery or commencement of performance of the Services will be deemed conclusive evidence of your acceptance of these Conditions.
- 2.4. We may at any time make written changes to the Order including changes in the Specification, method of shipment, quantities, packaging or time or place of delivery. If such change results in an increase in the cost of, or time required for, the performance of the Contract an equitable adjustment will be made to the Price, delivery schedule or both. We must approve any such claim or adjustment in writing before you proceed with such changes.
- 2.5. We may cancel the Contract in whole or in part immediately by giving written notice to that effect to you at any time before delivery of the Goods in accordance with **Condition 4.1**. If we exercise our right of cancellation under this **Condition 2.5** our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.6. You may not deliver the Goods by separate instalments unless we give our prior written consent to this. If we give such consent, you will not be entitled to invoice the Price for any instalment until all instalments have been delivered in accordance with **Condition 8.6** and we will be entitled, at our sole discretion, to exercise our rights and remedies (whether under these Conditions or otherwise) in respect of the relevant instalment or the whole Contract.

### 3. THE GOODS

- 3.1. The quantity and description of the Goods will be as set out in the Order and the Specification.
- 3.2. We have the right to inspect and test the Goods at any time prior to Delivery. You will permit us, our officers, employees, agents and sub-contractors to enter upon your premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide us with all facilities reasonably required.
- 3.3. If, following inspection or testing under **Condition 3.2**, we give written notice to you that we are not satisfied that the Goods will comply with **Condition 5.1**, you will take all steps necessary to ensure compliance.
- 3.4. No inspection or testing under **Condition 3.2** will reduce or otherwise affect your obligations under the Contract.
- 3.5. You will advise us of all regulatory standards (for example, ISO standards and CE marking) that must be applied to the Premiums ordered. You will, unless we direct to the contrary in writing, always source Premiums that comply in full with the required regulatory standards and are marked (to the extent applicable) with the regulatory marks.
- 3.6. You will maintain and observe quality control, testing and supplier quality assurance standards in respect of the Goods and Services in accordance with our requirements (including any specific requirements set out in the Order), any applicable standards and the requirements of any relevant statutory and regulatory bodies. As a minimum you will operate a quality management system in relation to the Contract no less exacting than that required by ISO9001 and will obtain at your expense all necessary consents, licences and permits required for performance of the Contract.
- 3.7. You will maintain detailed quality control, testing and manufacturing records for a period of at least 12 years from the date of Delivery and will permit us, our officers, employees, agents and sub-contractors to inspect and take copies of these records on demand.
- 3.8. On request you will provide us with a certificate signed by a director confirming that the Goods conform with the requirements of the Contract and **Condition 5.1**.

- 3.9. Upon request from us you will provide us with evidence of the place of origin of the Goods or any part of the Goods or of raw materials utilised in their manufacture.

#### **4. DELIVERY**

- 4.1. You will deliver the Goods to the address specified in the Order at a time appropriate to the delivery destination on the date specified in the Order.
- 4.2. Unless otherwise set out in an Order, you will be responsible for off-loading the Goods from the delivery vehicle and delivery of the Goods ("**Delivery**") will occur when they have been off-loaded at the delivery address.
- 4.3. You will ensure that:
- 4.3.1 the Goods are marked in accordance with our instructions and any applicable laws or quality assurance standard and any applicable requirements of any carrier and are properly packed, stored and secured so as to reach their destination in an undamaged condition;
  - 4.3.2 the delivery is accompanied by a prominently displayed delivery note which shows the Order number and any special storage instructions;
  - 4.3.3 on or before Delivery we are provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. We will rely on the supply of such information from you in order to satisfy our own obligations under any relevant applicable laws; and
  - 4.3.4 on or before Delivery we are supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper and safe use, maintenance and repair of the Goods.
- 4.4. If you fail to deliver the Goods on the date specified in **Condition 4.1**, without prejudice to any of our other rights or remedies (whether express or implied), we may terminate the Contract immediately by giving written notice to that effect to you, in which case you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered.
- 4.5. You will notify us immediately in writing of any reason, such as production problems, which may result in a delay to Delivery of the Goods.
- 4.6. Risk in the Goods will pass to us on Delivery. Ownership in the Goods will pass to us on the earlier of Delivery and the date on which we pay for the relevant Goods.
- 4.7. We will not be obliged to return any packaging materials to you regardless of whether the Goods are accepted or rejected.

#### **5. DEFECTIVE GOODS**

- 5.1. You will ensure that the Goods will:
- 5.1.1 be of high quality and fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;
  - 5.1.2 conform to the Order, the Specification and any approved sample;
  - 5.1.3 be free from defects in design, materials and workmanship for a period equal to the longer of 12 months from the date of Delivery, your standard warranty period or any customary warranty period in the relevant industry unless we otherwise agree in writing;
  - 5.1.4 comply with all relevant applicable laws and standards and the requirements of any relevant statutory and regulatory bodies; and

- 5.1.5 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 5.2 You will be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by you, whether such information has been approved by us or not, provided that such errors or omissions are not due to inaccurate written information given to you by us.
- 5.3 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of **Condition 5.1** we may (whether or not the Goods have been accepted or we have previously required you to repair or replace the Goods):
  - 5.3.1 terminate the Contract and/or reject the Goods immediately by giving written notice to that effect to you, in which case you will refund any monies already paid by us under the Contract in relation to the Goods that have been rejected; or
  - 5.3.2 require you, at our option, within 7 days of request to repair or replace the relevant Goods free of charge or to refund the Price for the relevant Goods.
- 5.4 **Condition 5.3** will apply to any repaired or replacement Goods supplied under **Condition 5.3.2**.
- 5.5 We will not be deemed to have accepted the Goods until we have had ten Business Days to inspect them following delivery. We will also have the right to reject the Goods as though they had not been accepted for twenty Business Days after any defect in the Goods has become apparent.
- 5.6 Goods rejected shall be returned to you at your request and at your risk and expense. If you fail to collect rejected Goods within a reasonable time after we have given you notice of rejection, we may dispose of the rejected Goods in such manner as we think fit provided that we will account to you for the net proceeds of sale (if any).

## 6. INDEMNITIES

- 6.1. You will indemnify us and hold us harmless against all liabilities, costs, damages, expenses and direct losses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all liabilities, costs (on a full indemnity basis), damages, expenses and losses (including all direct, indirect and consequential losses) we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:
  - 6.1.1 any breach by you of any of your obligations under the Contract (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations). This **Condition 6.1** will not apply to any breach of, or failure or delay in performing, or negligent performance or non-performance of, any of your obligations under **Condition 14**; or
  - 6.1.2 the market withdrawal or recall of any Goods.
- 6.2 Without prejudice to **Condition 6.1**, if any person claims that the possession, use, importation and/or sale of the Goods by us and/or our customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person ("**IPR Claim**"), you will indemnify and hold harmless us, our customers, officers, employees, agents and sub-contractors against all liabilities, costs, damages, expenses and losses (including all direct, indirect and consequential losses) that we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer, all claims or proceedings made, brought or threatened against us, our customers, officers, employees, agents or sub-contractors by any person and all liabilities, costs (on a full indemnity basis), damages, expenses and losses (including all direct, indirect and consequential losses) we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim. The indemnity in this **Condition 6.2** will not apply to the extent that an infringement is caused by any specification for the Goods which is created by us.

## 7. SERVICES



7.1. You will, in performing the Services:

- 7.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
- 7.1.2 use appropriately qualified, skilled, trained and experienced personnel;
- 7.1.3 fulfil all requirements set out in the Order;
- 7.1.4 fully co-operate with our agents, representatives and contractors; and
- 7.1.5 comply with all relevant Applicable Laws, standards, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions.

7.2 You will perform the Services on the performance dates set out in the Order. Time for provision of the Services will be of the essence of the Contract.

## 8. PRICE AND PAYMENT

- 8.1. Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and/or the Charges to you in accordance with this **Condition 8**.
- 8.2. The only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Prices and the Charges which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs, all duties, imports, tax or levies and all travel, accommodation and subsistence expenses.
- 8.3. We will be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by you to your customers, whether or not this discount is shown in your own terms and conditions of sale.
- 8.4. We are under no obligation to pay for Goods which are delivered in excess of the quantity specified in the Order and we may:
  - 8.4.1 retain such excess Goods free of charge; or
  - 8.4.2 notify you of such excess in which case the excess Goods will remain at your risk and will be returnable at your expense.
- 8.5 Any sum payable under the Contract is exclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid value added tax invoice.
- 8.6 Subject to **Condition 2.6**, you will invoice us for:
  - 8.6.1 the Prices for the Goods on or at any time up to 30 days after Delivery; and/or
  - 8.6.2 the Charges for the Services on or at any time up to 30 days after completion of performance of the Services.
- 8.7 Unless otherwise agreed by us or as required by any applicable law, invoices must be issued electronically and shall be accompanied by a copy of the relevant Purchase Order and all other relevant information including proof of delivery.
- 8.8 Subject to **Conditions 8.9, 8.10 and 8.13**, each correct invoice will be payable by us within 90 days following the end of the month in which the invoice is received by us or within any shorter period required by any applicable law.
- 8.9 No payment made by us will constitute acceptance by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

- 8.10 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a "**Disputed Sum**"), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 8.11 Subject to mandatory provisions of local law, if any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 2% per annum above the base lending rate from time to time of the European Central Bank from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this **Condition 8.11** but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The parties agree that this **Condition 8.11** is a substantial remedy for late payment of any sum payable under the Contract.
- 8.12 You will not suspend delivery of the Goods or performance of the Services as a result of any sums being overdue.
- 8.13 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action and irrespective of the currency of its denomination (in which case we may convert either currency at a market rate of exchange for the purposes of set-off).

## 9. OUR PROPERTY

9.1. All materials, equipment, tools, dies and moulds supplied by us to you will at all times:

- 9.1.1 be and remain our exclusive property;
- 9.1.2 be held by you in safe custody at your own risk;
- 9.1.3 be maintained and kept in good condition by you until returned to us;
- 9.1.4 not be disposed of other than in accordance with our written instructions;
- 9.1.5 not be used otherwise than as authorised by us in writing; and
- 9.1.6 be returned to us on demand.

9.2 Loss or wastage of or damage to any such materials, equipment, tools, dies and moulds supplied by us to you free of charge shall be made good by you at your expense.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Any Specification we supply or you specifically produce for us pursuant to the Contract, together with all Intellectual Property Rights in the Specification, shall be our exclusive property. You will not disclose to any third party or use any such Specification except as required for the purposes of the Contract or to the extent that it is or becomes public knowledge through no fault of your own.
- 10.2. We authorise you to use those of our Intellectual Property Rights (if any) in any materials we provide to you for the purposes of exercising your rights and performing your obligations under the Contract only. You will have no other rights whatsoever in respect of our Intellectual Property Rights in those materials and upon completion of the Contract or our earlier request you will return to us all such materials containing or embodying the Intellectual Property Rights.
- 10.3. We will own all Intellectual Property Rights (i) in Goods which are to be made to our specification and (ii) which otherwise arise under the Contract. Accordingly, with full title guarantee, you assign and/or agree to assign to us all such Intellectual Property Rights throughout the world for the whole term and you will at your own cost, execute all such documents and do all such acts and things as we may reasonably request from time to time in order to secure our full right, title and interest in such Intellectual Property Rights.

- 10.4. You grant us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sub-licensable licence (or as the case may be, sub-licence) throughout the world to use such of your or your licensors' Intellectual Property Rights which are reasonably required in order that we may enjoy the full benefit of the Intellectual Property Rights owned by us under **Condition 10.3**.

## 11. LIABILITY

- 11.1. Subject to **Condition 11.2**, our maximum aggregate Liability arising out of or in connection with any Contract will be limited to the Price of the Goods or the Charges for the Services supplied under the relevant Contract.
- 11.2. Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:
- 11.2.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;
  - 11.2.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
  - 11.2.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

## 12. INSURANCE

- 12.1. You will, as a minimum requirement, maintain during the period of the Contract and for 2 (two) years thereafter the following insurances:
- 12.1.1 if Services are being provided, professional indemnity insurance for not less than £2 million (two million pounds sterling) per claim;
  - 12.1.2 public liability insurance for not less than £2 million (two million pounds sterling) per claim;
  - 12.1.3 product liability insurance for not less than £2 million (two million pounds sterling) per claim and in the aggregate; and
  - 12.1.4 insurance in respect of any Goods in transit which insures the Goods for their full price against damage or loss on an "all risks" basis.
- 12.2. You will ensure that the insurance policies set out in **Condition 12.1**:
- 12.2.1 shall include an "indemnity to principals" clause;
  - 12.2.2 have a worldwide territorial limit; and
  - 12.2.3 shall be placed with an insurer with a Standard and Poor Financial Services LLC insurer financial security rating of A minus or better (or equivalent rating).
- 12.3. On our written request, you will provide us with copies of the insurance policy certificates and details of the cover provided.
- 12.4. You will ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 12.5. You will:
- 12.5.1 do nothing to invalidate any insurance policy or to prejudice our entitlement under it; and
  - 12.5.2 notify us if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

## 13. DATA PROTECTION

- 13.1. We authorise you to Process the Agreement Personal Data during the term of the Contract (and such further period as notified to you by us in writing) as a Data Processor/Processor solely for the purpose and to the extent described in the Data Processing Annex for the purpose of providing products, Goods and/or Services to us in accordance with the Contract.
- 13.2. In performing the Services and your other obligations under the Contract you will:
  - 13.2.1. not cause (i) us, (ii) any other member of the Communisis Group and/or (iii) any client of us and/or any member of the Communisis Group to breach any obligation under the Data Protection Laws; and
  - 13.2.2. notify us without undue delay if you identify any areas of actual or potential non-compliance with the Data Protection Laws or this **Condition 13**, without prejudice to your obligations to comply with, or to any rights or remedies which we may have for breach of, the Data Protection Laws or this **Condition 13**.
- 13.3. Except for Authorised Sub-Processors to the extent set out in the Data Processing Annex, you will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data or otherwise publish, disclose or divulge Agreement Personal Data to any third party without our prior written consent.
- 13.4. If you appoint a Sub-Processor, you will ensure that, prior to the Processing taking place, there is a written contract in place between you and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor equivalent and no less onerous terms as those imposed on you in this **Condition 13**. You will procure that Sub-Processors will perform all obligations set out in this **Condition 13** and you will remain responsible and liable to us, the other members of Communisis's Group and each of our and their clients for all acts and omissions of Sub-Processors as if they were your own.
- 13.5. You will:
  - 13.5.1. Process the Agreement Personal Data only on documented instructions (including the Contract) from us or the relevant member of the Communisis Group (acting on behalf of the relevant Data Controller / Controller where relevant) unless you or the relevant Sub-Processor are required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case you will notify us of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to us on public interest grounds;
  - 13.5.2. if you have any uncertainty regarding our instructions and the parameters of your processing activities in connection with them, immediately notify us to seek clarification on such instructions and/or parameters (as relevant);
  - 13.5.3.** immediately inform us in writing if, in your reasonable opinion, any instruction received from us or a member of the Communisis Group infringes any Data Protection Laws;
  - 13.5.4. without prejudice to **Condition 13.5.1**, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in the Data Processing Annex;
  - 13.5.5. without prejudice to **Condition 13.5.4**, not without our prior written consent:
    - 13.5.5.1. convert or use any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
    - 13.5.5.2. use any Agreement Personal Data for "big data" analysis or purposes; or
    - 13.5.5.3. match or compare any Agreement Personal Data with or against any other Personal Data (whether yours or any third party's);
  - 13.5.6. ensure that any person authorised to Process Agreement Personal Data:
    - 13.5.6.1. has committed themselves to confidentiality or is under an appropriate statutory obligation of confidentiality; and
    - 13.5.6.2. complies with this **Condition 13**; and
    - 13.5.6.3. is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data;
  - 13.5.7. keep all Agreement Personal Data confidential in accordance with **Condition 18** save

that any provisions under **Condition 18** permitting the Processing (including disclosure) of Agreement Personal Data will be subject to the provisions of this **Condition 13**;

- 13.5.8. at our option at any time upon request, securely delete or return to us or transfer to any replacement supplier, customer or other third party nominated in writing by us any and/or all Agreement Personal Data promptly, and securely delete any remaining copies and, as requested by us, promptly certify (via a director) when this exercise has been completed; and
- 13.5.9. except as otherwise stated in any other provision(s) of the Contract that expressly deal with the deletion or retention of data, securely delete Agreement Personal Data within 90 days of (i) the performance of the Services that relate to such Agreement Personal Data; or (ii) expiry or termination of the Contract (whichever the sooner). You will, as requested by us, promptly certify (via a director) when this exercise has been completed.
- 13.6. You will not make an International Transfer without our prior written consent (save that this **Condition 13.6** will not affect any International Transfers permitted under the Contract). If we give our prior written consent to an International Transfer, before making that International Transfer you will demonstrate or implement, to our satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. If the appropriate safeguards demonstrated or implemented by you (or the relevant Data Processor/Processor) in accordance with this **Condition 13.6** are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, you will, without undue delay and within any timeframes notified to you by us in writing, implement such alternative measures as may be required by (i) us, (ii) the relevant member of the Communisis Group and/or (iii) our client and/or the client of a member of the Communisis Group, (as required by us) to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. You or the relevant Sub-Processor will not need to comply with the conditions set out in this **Condition 13.6** if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case you will notify us of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to us on public interest grounds.
- 13.7. You will:
  - 13.7.1. implement, and assist (i) us, (ii) the relevant member of the Communisis Group and (iii) where relevant, each of our clients and/or the clients of the Communisis Group to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
  - 13.7.2. notify us immediately:
    - 13.7.2.1. if at any time you or a Sub-Processor is aware of any reason why you or they are unable to comply with **Condition 13.7.1** without prejudice to your obligation to comply with, or to any rights or remedies which Communisis may have for breach of, **Condition 13.7.1**; and
    - 13.7.2.2. of any changes that you make to the technical and organisational measures to protect the Agreement Personal Data and shall not be entitled to reduce any of the security measures that protect the Agreement Personal Data without Communisis' express written consent;
  - 13.7.3. comply with:
    - 13.7.3.1. Communisis' Security Baseline Standards (copies available upon request) as updated, amended and/or replaced by us giving written notice to you from time to time; and
    - 13.7.3.2. with such encryption obligations as are notified to you by us, but in any event shall ensure (i) the encryption using AES-256 encryption or higher of all Agreement Personal Data stored in digital or electronic form and/or transmitted across external networks; and (ii) the secure management of cryptographic keys; and
  - 13.7.4.** notify us by e-mail at [data.protection-supplier@communisis.com](mailto:data.protection-supplier@communisis.com) and in writing addressed to Communisis' Data Protection Compliance Team to Communisis UK Limited's registered address (or such other address as we may have communicated to you from time to time) without undue delay and in any event within 24 hours after

becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but you (and Sub-Processors) may not delay notification under this **Condition 13.7.4** on the basis that an investigation is incomplete or ongoing;

- 13.7.5. promptly (and in any event within two Business Days) notify us of any request that you receive for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that you receive from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;
- 13.7.6. provide reasonable assistance to (i) us, (ii) the relevant member of the Communisis Group and (iii) where relevant, each client of ours and/or of a member of the Communisis Group in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Agreement Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
- 13.7.7. not, without our prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data; and
- 13.7.8. assist (i) us, (ii) the relevant member of the Communisis Group and/or (iii) where relevant, each client of ours and/or of a member of the Communisis Group in:
  - 13.7.8.1. documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
  - 13.7.8.2. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
  - 13.7.8.3. conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly;
- 13.7.9. make available to (i) us, (ii) the relevant member of the Communisis Group and (iii) where relevant, each client of ours and/or of a member of the Communisis Group all information necessary to demonstrate compliance with the obligations set out in this **Condition 13**;
- 13.7.10. allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us;
- 13.7.11. promptly provide complete and accurate information in response to any due diligence requests or questionnaires as requested by us relating to any actual or potential Processing or Personal Data by you; and
- 13.7.12. except to the extent expressly permitted in accordance with the Contract, ensure that you do not transmit in any form or by any means whatsoever Agreement Personal Data outside your usual places of business or those of your Sub-Processors.
- 13.8. You:
  - 13.8.1. warrant on an ongoing basis that the Data Processing Annex (as amended and updated) contains accurate and complete details of the Processing of Agreement Personal Data;
  - 13.8.2. will promptly notify us in writing in advance of any changes required to the Data Processing Annex to reflect any changes to the Processing of Agreement Personal Data;
  - 13.8.3. will be responsible for your own costs in complying with your obligations under this **Condition 13**;
  - 13.8.4. acknowledge that the Agreement Personal Data may contain Personal Data obtained by third parties and we will be reliant on such third parties to ensure that any such Personal Data provided for Processing in connection with the Contract is provided in compliance

with the Data Protection Laws. Subject to **Condition 11.2**, provided that we have used reasonable endeavours to require the relevant third party or third parties to provide information that complies with the Data Protection Laws, we shall have no Liability for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) to you arising out of or in connection with any failure of Agreement Personal Data that has been supplied to us by a third party (including any of our clients and/or the clients of any member of the Communisis Group) to comply with the requirements of Data Protection Laws; and

- 13.8.5. will act reasonably and in good faith to agree to amendments to the Contract as requested by us to reflect the impact of any changes to Data Protection Laws on the Contract and/or the Goods and/ or Services.
- 13.9. You will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of (i) us, (ii) the relevant member of the Communisis Group and (iii) each client of ours and/or client of a member of the Communisis Group in relation to the Agreement Personal Data, including as a minimum: (i) your name and contact details and details of your Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing you carry out on our behalf and on behalf of other members of the Communisis Group and each of our and their clients; (iii) International Transfers; (iv) a general description of the technical and organisational security measures referred to in **Condition 13.7.1**; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the "**Data Record**"). You will promptly upon request securely supply a copy of the Data Record to us.
- 13.10. You acknowledge that we and the Communisis Group are reliant on you to provide Goods and/ or Services to Communisis Group clients that are compliant with Data Protection Laws and that a failure by you to comply with this **Condition 13** and/or the Data Protection Laws could result in losses, liabilities, costs, damages, claims, proceedings and/or expenses being suffered by (i) us; (ii) members of the Communisis Group; and/or (iii) our clients and/or the clients of the Communisis Group.
- 13.11. You will indemnify us, each other member of the Communisis Group and each of our clients and/or the clients of the members of the Communisis Group against the Recoverable Liabilities, in each case arising out of or in connection with any breach by you or any Sub-Processor of any of your obligations under this **Condition 13** (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
- 13.12. Any breach of this **Condition 13** by you or any Sub-Processor will be a material breach of the Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

#### **14. ANTI-CORRUPTION**

- 14.1. You will, and will procure that your officers, employees, agents and any other persons who perform services for you or on your behalf in connection with the Contract will:
- 14.1.1 not commit any act or omission which causes or could cause us or you (or that person) to breach, or commit an offence under, any laws relating to anti- bribery and/or anti-corruption;
  - 14.1.2 have and maintain in place throughout the term of the Contract your own policies and adequate procedures to ensure compliance with any laws relating to anti-bribery and/or anti-corruption and will enforce them where appropriate;
  - 14.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 14.1**, and permit us to inspect those records as required;
  - 14.1.4 promptly notify us of:
    - 14.1.4.1 any request or demand for any financial or other advantage received by you (or that person); and
    - 14.1.4.2 any financial or other advantage you (or that person) give or intend to give,

whether directly or indirectly in connection with the Contract;

- 14.1.5 immediately notify us (in writing) if a foreign public official becomes one of your officers or employees and/or acquires a direct or indirect interest in you (and you warrant that you have no foreign public officials as officers or employees and/or direct or indirect owners at the date of the Contract);
  - 14.1.6 annually during the Contract, certify to us in writing signed by an officer, compliance with this **Condition 14.1** by you and all persons associated with you. You will provide such supporting evidence of compliance as we may reasonably request; and
  - 14.1.7 promptly notify us of any breach of this **Condition 14.1**.
- 14.2 You will ensure that any person associated with you who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those set out in **Condition 14.1**.
- 14.3 We may terminate the Contract immediately by giving written notice to that effect to you if you are in breach of **Condition 14.1** or **14.2**.
- 14.4 You will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:
- 14.4.1 any breach of any of your obligations under **Condition 14.1** (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations); and
  - 14.4.2 any proceedings being brought against us as a result of your conduct or the conduct of any of your officers, employees, agents or any other persons who perform services for or on your behalf in connection with the Contract, where such proceedings do not result in a conviction against us,
- including the costs of procuring the Goods and Services from a person other than you (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the Prices and Charges payable to you under the Contract). You will have no liability to us under **Condition 14.4.1** for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for our criminal liability.
- 14.5 For the purpose of **Condition 14**, 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 United Kingdom's Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this **Condition 14** a person associated with you includes any of your subcontractors.

## 15. ANTI-SLAVERY

- 15.1. You will not engage in any Modern Slavery Practice.
- 15.2. You will:
  - 15.2.1 conduct proper and adequate checks on any agency or person you use to provide labour, employees, contractors or other persons to undertake tasks you (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any Modern Slavery Practice; and
  - 15.2.2 provide us with such reasonable assistance and information as it may require from time to time to enable us to:



- 15.2.2.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as we require;
  - 15.2.2.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act; and
  - 15.2.2.3 conduct due diligence and to measure the effectiveness of the steps we are taking or wish to take to ensure that Modern Slavery Practices are not taking place in our business or supply chains.
- 15.3 You will immediately give written notice to us, setting out full details of the breach or suspected breach or non-compliance, upon a breach, or suspected breach, of any of your obligations referred to in **Conditions 15.1** or **15.2** occurring; and
- 15.4 We may terminate the Contract immediately by giving written notice to that effect to you if you are in breach of any of your obligations under **Conditions 15.1** or **15.2**.
- 15.5 We may, by giving written notice to that effect to you, require you to remove from the performance of the Contract any of your officers, employees, agents or sub-contractors whom we believe to be engaging in any Modern Slavery Practice.

## 16. PREVENTION OF TAX EVASION

- 16.1 You will, and will procure that your officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of you in connection with the Contract will:
- 16.1.1 not do or omit to do any act or thing which constitutes or may constitute a UK tax evasion offence, a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation or Tax Evasion Offence;
  - 16.1.2 not do or omit to do any act or thing which causes or may cause us to commit a CFA Offence;
  - 16.1.3 without prejudice to **Condition 16.1.2**, not do or omit to do any act or thing which would cause us to commit a CFA Offence or may do so if we are unable to prove that we had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA; and
  - 16.1.4 provide us (at your cost) with such assistance as we may require from time to time to enable us to perform any activity required by any relevant Authority in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti-money laundering or prevention of tax evasion law (including, without limitation, the CFA) or to enable us to self-disclose any conduct to or to co-operate with any Authority.
- 16.2 You warrant to us that you have not, and your officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of you in connection with the Contract have not:
- 16.2.1 been convicted in any jurisdiction of any offence of cheating the public revenue, fraudulently evading any tax or facilitating the fraudulent evasion of any tax or been the subject of any agreement (including, without limitation, any deferred prosecution agreement or similar arrangement) with any Authority concerning any such offence or alleged offence;
  - 16.2.2 done or omitted to do any act or thing which caused or may cause any person to commit an offence under the CFA (or would or may do so if the relevant person was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA);
  - 16.2.3 been, and are not, the subject of any investigation, enquiry or enforcement proceedings by any Authority regarding any offence or alleged offence of cheating

the public revenue, fraudulently evading any tax or facilitating the evasion of any tax in each case in any jurisdiction;

- 16.2.4 been, and is not listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2016 by reason of doing any act or thing which constitutes a UK tax evasion offence or a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation of Tax Evasion Offence, or being under investigation in respect of any of the same.
- 16.3 You will immediately give written notice to us upon the occurrence of a breach or suspected breach of any of your obligations or warranties under this **Condition 16**.
- 16.4 We may terminate this Agreement immediately by giving written notice to that effect to you if you are in breach of any of your obligations or warranties under this **Condition 16** or if we have reasonable cause to believe that you have facilitated fraudulent evasion of any tax.
- 16.5 We will be entitled, by giving written notice to that effect to you, to require you to remove from the performance of the Contract any of your officers, employees, agents, sub-contractors or any other person who performs services for or on your behalf in connection with the Contract and in respect of whom you are in breach of any of your obligations under **clause 16.1** or any of your warranties under **clause 16.2**.
- 16.6 You will ensure that any person associated with you (as determined in accordance with section 44 Criminal Finances Act 2017) who is performing services in connection with the Contract and any permitted sub-contractor does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you by this **Condition 16**. You will be responsible for the observance and performance by such persons and subcontractors of those terms and will be directly liable to us for any breach by such persons and subcontractors of any of such terms.

## 17. AUDIT

- 17.1. You will, and will procure that your third party suppliers and/or subcontractors (the "**Supplier Third Parties**") will, keep and maintain at your or their normal place of business detailed, accurate and up to date records and books of account showing all payments, receipts and charges made and received by you or them in relation to the Contract and/or relating to the Goods and/or Services, charges under or otherwise relating to the Contract together with any relevant supporting vouchers or other documents and the steps taken by you to comply with **Condition 14.1** (together "the Books and Records"). The Books and Records shall be maintained in accordance with generally accepted accounting practice.
- 17.2. You will, and will procure that any Supplier Third Parties will, during the life of the Contract and for 6 years thereafter allow us and our auditors or other advisers to access any of your premises and/or premises of Supplier Third Parties, your personnel and/or personnel of Supplier Third Parties and relevant records (including the Books and Records) as may be reasonably required in order to undertake verification that the Services are being provided and you have complied and are complying with all of your obligations under the Contract.
- 17.3. You will, and will procure that any Supplier Third Parties will, provide us (and our auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 17.4. We and you will bear our own costs and expenses incurred in respect of compliance with this **Condition 17.1**, unless the audit identifies a material breach of the Contract by you, in which case you will reimburse us for all of our reasonable costs incurred in the course of the audit.
- 17.5. If an audit under **Condition 17.1** identifies that you have failed to perform your obligations under the Contract then, without prejudice to our other rights and remedies, you will promptly take the necessary steps to comply with your obligations at no additional cost to us.

## 18. TERMINATION

- 18.1. If you:
- 18.1.1 commit a material breach of the Contract which cannot be remedied; or
  - 18.1.2 commit a material breach of the Contract which can be remedied but fail to remedy that breach within 7 days of our written notice setting out the breach and requiring it to be remedied,
- we may terminate the Contract immediately by giving written notice to that effect to you.
- 18.2 We may terminate the Contract immediately by giving written notice to that effect to you if you suffer or we reasonably anticipate that you will suffer an Insolvency Event. You will notify us immediately upon the occurrence of an Insolvency Event.
- 18.3 Following expiry or termination of the Contract:
- 18.3.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
  - 18.3.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 18.4 Within 7 days after the date of expiry or termination of the Contract you will:
- 18.4.1 return to us all of our Confidential Information (including all copies and extracts) and all of our other property (whether tangible or intangible) in your possession or control; and
  - 18.4.2 cease to use our Confidential Information.

## 19. CONFIDENTIALITY

- 19.1. Each party will, subject to **Condition 19.2**:
- 19.1.1 only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;
  - 19.1.2 keep the other party's Confidential Information secret, safe and secure; and
  - 19.1.3 not disclose the other party's Confidential Information to any other person.
- 19.2 Each party may disclose the other party's Confidential Information:
- 19.2.1 to the extent required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
  - 19.2.2 to those of its officers, directors, employees and professional advisers and, in our case, our agents and sub-contractors, who need access to that Confidential Information so that it can perform its obligations and exercise its rights under the Contract. A party disclosing the other party's Confidential Information under this **Condition 19.2.2** will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this **Condition 19**.
- 19.3 For the purposes of this **Condition 19**, "**Confidential Information**" means the terms of the Contract and any information, data, technical or commercial know-how, specifications, inventions, initiatives or processes that relates to a party (or any of its Group Companies, businesses, actual or potential clients, customers and suppliers) and which is disclosed to or learned by the other party in connection with the Contract, but excluding information that:
- 19.3.1 is at the relevant time in the public domain (other than by virtue of a breach of this **Condition 19**); or
  - 19.3.2 was received by the other party from a third party who did not acquire it in confidence.

## 20. NOTICE

- 20.1. Subject to **Condition 20.4**, any notice or other communication given under or in connection with the Contract will be in writing, in the English language and:
- 20.1.1 sent to the relevant party's address by pre-paid mail delivery service providing guaranteed next working day delivery and proof of delivery;
  - 20.1.2 delivered to or left at the relevant party's address (but not, in either case, by the method set out in **Condition 20.1.1**),
- and, in the case of any notice or other communication to be given to us, marked for the attention of our specified representative. Our address and representative are those detailed in the Order and your address is that detailed in any quotation, acknowledgement of order or other document received by us from you, and may be changed by the relevant party giving at least 14 days' notice in accordance with this **Condition 20**.
- 20.2 Any notice or communication given in accordance with **Condition 20.1** will be deemed to have been served:
- 20.2.1 if given as set out in **Condition 20.1.1**, at 9.00 a.m. on the second Business Day after the date of posting; and
  - 20.2.2 if given as set out in **Condition 20.1.2**, at the time the notice or communication is delivered to or left at that party's address,
- provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 20.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 20.1** were complied with.
- 20.4 This **Condition 20** will not apply to the service of any proceedings or other documents in a legal action.

## 21. GENERAL

- 21.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 21.1.1 neither party has entered into the Contract in reliance upon, and neither party will have any remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Contract;
  - 21.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
  - 21.1.3 nothing in this **Condition 21.1** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 21.2 You will not (except with our prior written consent) during the term of the Contract or for 12 months following its termination either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from our employment any person employed by us who has been engaged in the receipt of the Goods and Services from you or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at our staff.
- 21.3 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any

other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

- 21.4 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 21.5 Save as otherwise expressly provided in these Conditions, no variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 21.6 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 21.7 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 21.8 Our customers, officers, employees, agents and sub-contractors will be entitled to enforce **Condition 6.2** subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.
- 21.9 The parties may vary or rescind the Contract without the consent of our customers, officers, employees, agents and sub-contractors.
- 21.10 Save as provided in **Condition 21.8**, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 21.11 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 21.12 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract. We may assign, transfer, charge, hold on trust for any person and deal in any other manner with any of our rights and obligations under the Contract.
- 21.13 You warrant and undertake that: you have complied with, and are presently in compliance with, all Applicable Laws restricting or prohibiting transactions with, or the export, provision, purchase or sale of goods and/or services to, any person pursuant to any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, the "Sanctions Authorities"); Neither you nor any of your affiliates is a person named on the list of Specially Designated Nationals maintained by OFAC or is otherwise the target or subject of sanctions administered by any other Sanctions Authority (each such person, a "Sanctioned Person") and, to your knowledge none of your respective directors, officers and employees is a Sanctioned Person, and is owned or controlled more than 50% by a sanctioned person.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 22.2. Subject to **Condition 22.3**, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 22.3. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

**ANNEX**  
**DATA PROCESSING ANNEX**

**Part A - Supplier**

<b>Subject matter of Processing</b>	
<b>Duration of Processing</b>	
<b>Nature of Processing</b>	
<b>Purpose of Processing</b>	
<b>Type of Personal Data</b>	
<b>Categories of Data Subject</b>	
<b>Location of Processing including International Transfers</b>	
<b>The Supplier's primary point of contact for Data Protection matters</b>	

**Part B - Authorised Sub-Processors**

Authorised Sub-Processor	Details of Processing Authorised by Communis
	<p><b>Subject matter of Processing:</b></p> <p><b>Duration of Processing:</b></p> <p><b>Nature of Processing:</b></p> <p><b>Purpose of Processing:</b></p> <p><b>Type of Personal Data:</b></p> <p><b>Categories of Data Subject:</b></p>
	<p><b>Subject matter of Processing:</b></p> <p><b>Duration of Processing:</b></p> <p><b>Nature of Processing:</b></p> <p><b>Purpose of Processing:</b></p> <p><b>Type of Personal Data:</b></p> <p><b>Categories of Data Subject:</b></p>
	<p><b>Subject matter of Processing:</b></p> <p><b>Duration of Processing:</b></p> <p><b>Nature of Processing:</b></p> <p><b>Purpose of Processing:</b></p> <p><b>Type of Personal Data:</b></p> <p><b>Categories of Data Subject:</b></p>
	<p><b>Subject matter of Processing:</b></p> <p><b>Duration of Processing:</b></p> <p><b>Nature of Processing:</b></p> <p><b>Purpose of Processing:</b></p> <p><b>Type of Personal Data:</b></p> <p><b>Categories of Data Subject:</b></p>