SD Guthrie International Liverpool Refinery Ltd
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GENERAL TERMS AND CONDITIONS OF PURCHASE OF SD GUTHRIE INTERNATIONAL LIVERPOOL REFINERY LIMITED

"Agreement Year"	means each consecutive 12 (twelve) month period commencing on the Commencement Date and each anniversary of the Commencement Date;
"Applicable Law"	means all applicable laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time;
"Background Rights"	means any Intellectual Property Rights owned by, or licensed from a third party to SDGILR or the Supplier (as applicable) that are or have been created independently of this Agreement (whether prior to the Commencement Date or otherwise);
"Business Days"	means any day (other than a Saturday or Sunday or a public holiday) when banks are open for normal business in England;
"Charges"	the charges for the Goods and Services as set out in any Order;
"Confidential Information"	means the Agreement and all information in any form or medium that is secret or otherwise not publicly available (either in its entirety or in part, including the configuration or assembly of its components) including accounts, business plans, business methods, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the Commencement Date together with any copies, summaries, reproductions or extracts of such information clearly designated by a Party as being confidential or which can reasonably be considered confidential;
"Commencement Date"	means the date set out in the Order, or, if no date is specified, in accordance with Clause 2.2;
"Data Protection Law"	means the Data Protection Act 2018, General Data Protection Regulation (Regulation EU 2016/679) (GDPR), the GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time) (UK GDPR); and any relevant law implemented as a result of GDPR, Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), articles 7 and 8 of the Charter of Fundamental Rights of the European Union, article 8 of the European Convention on Human Rights, and any other legislation in any applicable jurisdiction concerning the protection and/or processing of personal data, the right to privacy, information security, and the obligation to provide data breach notifications, and including all subordinate legislation, regulations, guidance and codes of practice
"Deliverables"	means any outputs of the Services and any other drawings, documents, products and materials provided by the Supplier to SDGILR whether or not specified in an Order and any other documents, products and materials provided by the Supplier to SDGILR in relation to the Services;
"Force Majeure Event"	shall mean any event beyond the control of either Party to the Agreement which was not reasonably foreseeable at the time and which prevents or hinders in any material way the carrying out by either Party of its obligations under the Agreement, including but not limited to civil disturbance, war, terrorism, hostilities, revolution, act of God, inclement weather, flood, fuel or transport rationing, outbreak of diseases, epidemic, pandemic, quarantine or by reason of law decree or policy of government, strikes, lockouts or other industrial disputes (except any default by third parties engaged by the Supplier, machine or production break downs or strikes, lockouts or industrial disputes involving solely a Party's employees);
"Good Manufacturing Practice"	shall mean the practices, methods and procedures expected from a manufacturer acting in good faith and exercising a reasonable level of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced manufacturer engaged in the same type of manufacturing under the same or similar circumstances and conditions as contemplated by the Agreement;
"Goods"	means the goods ordered by SDGILR in an Order including any raw materials, including lecithin, commodities, excipients and ingredients and other movable property, including installations, to be delivered by the Supplier to SDGILR in accordance with the terms of the Agreement;
"Group"	means in relation to any company, that company and every other company which from time to time is or becomes a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 1159 of the Companies Act 2006);
"Intellectual Property Rights"	means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, goodwill, right in designs, copyrights, moral rights, rights in databases, trade secrets, formulae, formulations, typographical rights and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to

	apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
"Losses"	means any losses, damages, liabilities (including any liability to taxation), lost sales, loss of profits, loss of revenue, claims, costs and expenses, including fines, penalties, legal and other professional fees and expenses;
"Order"	means the order form submitted by SDGILR to the Supplier which includes the descriptions and specifications of the required Goods and/or Services;
"Party"	shall mean the party to the Agreement, and "Parties" shall be construed accordingly;
"Payment Terms"	60 (sixty) days from receipt of invoice;
"Personnel"	means in respect of a Party to the Agreement, that Party's employees, officers, agents, sub-contractors and/or authorised representatives;
"Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended;
"Sanctions Laws"	means all Applicable Laws concerning economic sanctions (including embargoes, export controls, freezing or blocking of assets of targeted entities) of any jurisdictions including the United Nations; Malaysia; European Union; the United Kingdom and the United States;
"SDGILR"	Means SD Guthrie International Liverpool Refinery Limited , a company registered in England and Wales with registered number 06627939, whose registered office is at 45 Derby Road, Liverpool, Merseyside L20 8DY;
"SDGILR Policies"	means the SDGILR Vendor Integrity Pledge, the Vendor Code of Business Conduct and such other SDGILR policies amend from time to time and provided to the Supplier;
"Service Levels"	means the Service Levels described within the applicable Order;
"Services"	means the services provided by the Supplier under the Agreement between the Parties, as set out within the applicable Order;
"Subsequent Supplier"	means any supplier providing goods and/or services similar to the Goods and/or Services to be provided by the Supplier after the Commencement Date;
"Supplier"	means the Party that delivers the Goods and/or provides Services to SDGILR as specified within the applicable Order;
"Term"	means the term set out within the Order from the Commencement Date; and
"Termination Date"	means the date on which the Supplier ceases to provide the Goods and/or Services (whether itself or via a sub-contractor), including on termination or expiry of the Agreement.

1. **GENERAL**

1.1 These general terms and conditions of purchase ("**General T&Cs**"), and where applicable any Order (together the "**Agreement**"), set out the basis on which SDGILR purchases the Goods and/or Services from the Supplier. These General T&Cs apply to the Agreement, to the exclusion of all other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Additionally, the Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these General T&Cs.

1.2 If there is any conflict, ambiguity or inconsistency between the parts of the Agreement the following order of precedence shall apply:

(a) Order; and then

(b) the General T&Cs;

1.3 The Supplier is appointed under the Agreement on a strictly non-exclusive basis.

1.4 The Supplier acknowledges and agrees that:

(a) SDGILR has given the Supplier no representation or warranty as to historical volumes provided by SDGILR which shall be indicative of any future volume of Goods provided under the Agreement;

(b) where SDGILR provides the Supplier with a forecast of anticipated volumes of Goods and/or Services which may be required by SDGILR, such forecasts are indicative only and shall not bind SDGILR whether to purchase any forecasted (or other minimum) volume or otherwise; and

(c) notwithstanding Clause 1.4(b) the Supplier shall, at all times during the Term, maintain sufficient personnel, manufacturing capacity, stocks of raw materials and packaging, and stocks of Goods to enable it to meet or exceed 110% of SDGILR's forecasted requirements for the next 3 (three) months or such other volume as SDGILR may reasonably require from time-to-time.

1.5 In these General T&Cs, the following will apply:

(a) a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(c) a reference to "writing" or "written" includes email.

2. **ORDERS**

2.1 The Supplier will supply and SDGILR shall purchase the Goods and/or Services specified in the Order issued to the Supplier, in accordance with these General T&Cs.

2.2 SDGILR's submission to the Supplier of an Order constitutes an offer by SDGILR to purchase the Goods and/or the Services in accordance with these General T&Cs. SDGILR may submit additional orders for Goods and/or Services by issuing an additional Order (each considered a separate offer by SDGILR). The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier's written acceptance of SDGILR's Order; and

(b) the performance of an Order by the Supplier,

(c) which will be considered to be the acceptance of that Order, at which point the Agreement shall come into existence ("**Commencement Date**").

2.3 If the Supplier's acceptance contains amendments to the Order, then the Agreement will only become effective on SDGILR's written approval of such amendments.

2.4 If the Supplier starts to perform the Agreement without SDGILR's written approval, then the content of the Agreement is the same as the content of the Order.

2.5 SDGILR is entitled to cancel any Order before delivery of the Goods and Services and shall pay all reasonable and demonstrable costs incurred by the Supplier for such cancelled Order.

3. **DELIVERY**

3.1 Unless agreed otherwise in writing between the Parties or as stated within the applicable Order, the delivery takes place DDP, 45 Derby Road, Liverpool, Merseyside, L20 8DY, England (Incoterms2010).

3.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

3.3 The Supplier shall deliver the Goods and/or Services specified in the Order by the date specified in the Order.

3.4 The agreed time of delivery of Goods or time to provide the Services shall be of the essence.

3.5 Unless agreed otherwise in writing, the risk of the Goods will be transferred on delivery, in accordance with the agreed delivery conditions (Incoterms2010) and the title and ownership of the Goods shall pass to SDGILR on delivery, or on payment for the Goods, if payment is made before delivery (including where payment is made in instalments, upon payment of the first instalment).

3.6 Without prejudice to the provision in Clause 3.3, the Supplier is obliged to notify SDGILR immediately of any delay or anticipated delay in the delivery of Goods and/or Services as set out in the Agreement.

3.7 SDGILR is entitled to investigate the Goods or the Deliverables within a reasonable period after delivery of such and carry out testing as SDGILR deems necessary given the nature of the relevant Goods and/or Deliverables (as applicable) to ensure that such Goods and/or Deliverables have been supplied in accordance with the Agreement, or, in the case of a latent defect in the Goods and/or Deliverables, until a reasonable time after the latent defect has become apparent.

3.8 SDGILR will send notice of defaults or non-conformities within a reasonable period after discovery of the default or non-conformity. Failure to carry out an entrance control does not constitute a waiver of the right to make claims or of any of SDGILR's other rights.

3.9 The Supplier will permit SDGILR and its representatives at any time during the Term of the Agreement and without previous notice to inspect, audit and test the Goods during manufacture, processing or storage at the premises of the Supplier and the Supplier will cooperate with the inspection and provide SDGILR with all facilities required for such inspection and testing. The cost of providing such facilities will be borne by the Supplier.

3.10 The Supplier is not entitled to deliver the Goods or provide the Services in instalments, without the prior written approval of SDGILR. Where SDGILR has agreed in writing that the Supplier shall deliver in instalments (or SDGILR agrees to accept such instalment for the delivery of the Goods and or Deliverables), a breach concerning any instalment (however caused or of whatsoever nature) shall entitle SDGILR to terminate the Agreement and to claim damages, without prejudice to the Supplier's other remedies.

3.11 SDGILR is entitled to give instructions to the Supplier for the purpose of an orderly and safe delivery of the Goods and/or provision of the Services. The Supplier shall follow the instructions of SDGILR.

3.12 The Supplier will deliver packed Goods in proper and original packaging, which complies with all Applicable Laws, regulations and handling, packing, packaging and labelling instructions as set out in the Agreement. Any additional reasonable and demonstrable cost incurred by the Supplier to comply with SDGILR's instructions shall be agreed in writing prior to the Supplier incurring such costs.

3.13 Packaging will be provided = free of charge. Unless otherwise agreed, SDGILR is entitled, but not obliged, to return the packaging to the Supplier. The Supplier will bear the full cost of the return and destruction of the packaging.

3.14 Any damage to the Goods during the course of transit shall be replaced by the Supplier solely at its own cost.

3.15 Without prejudice to SDGILR's rights under this Clause 3, SDGILR has the right to claim damages in the event of the Supplier's non-performance.

4. **PERFORMANCE AND WARRANTIES**

4.1 In performing its obligations under the Agreement the Supplier:

(a) co-operate with SDGILR in all matters relating to the Good and Services, acting in good faith and comply with all instructions of SDGILR;

(b) use Personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

(c) where applicable, it shall provide training to its Personnel relating to the SDGILR Policies;

(d) it shall provide all equipment, tools and vehicles and such other items as are required to provide the Goods and or Services; and

(e) where applicable, it shall hold all SDGILR materials (such as materials, equipment and tools, "**SDGILR Materials**") in safe custody at its own risk, maintain the SDGILR Materials in good condition until returned to SDGILR and not use the SDGILR Materials other than in accordance with SDGILR's written instructions.

4.2 The Supplier warrants and undertakes that:

(a) it shall provide the Goods and perform the Services in accordance with Good Manufacturing Practice and in a timely manner so as to meet any timescales detailed in any Order;

(b) it shall and shall ensure that its Personnel shall observe all health and safety rules and regulations and security requirements that apply at any of SDGILR's or any SDGILR's Group premises (such premises being the **"Sites"**) and comply with any requirements,

codes of conduct and guidelines (including security requirements) as SDGILR or any SDGILR Group member may lawfully require from time to time in relation to persons entering any of the Sites and their conduct whilst at the Sites;

(c) whilst on Site to deliver the Goods/Deliverables or while performing the Services, it shall carry out duties and behave in an orderly and appropriate manner, having regard to the nature of the applicable duties;

(d) it shall comply with the SDGILR Policies;

(e) it has not entered into any similar arrangements with any third party which may be in conflict with the Agreement;

(f) it shall maintain at all times the licences, permissions, authorisations and consents it requires to fulfil its obligations under the Agreement and will comply with all Sanctions Laws, Applicable Laws, policies (including in relation to health and safety, labour, environmental, substance abuse);

(g) it has full and unencumbered title to all the Goods and Deliverables and as at the date of delivery of the Goods and or Deliverables it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods and Deliverables to SDGILR;

(h) the Goods and Services will conform with all descriptions and specifications set out in the Order (including applicable Service Levels), and that the Goods and/or Deliverables shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) fit for any purpose expressly or impliedly made known to the Supplier by SDGILR;

(i) that the Goods and Services delivered are traceable to the source and that it can provide all relevant documentation with regards to the Goods and Services, unless agreed otherwise in writing;

(j) the Goods and Services shall be free from defects and remain so for at least 12 (twelve) months after delivery; and

(k) where the Supplier supplies raw materials, warrants that it is a certified Halal and Kosher provider and that it meets the SDGILR Code of Conduct and the EPPA Code of Conduct and will continue to be certified and to meet said codes of conduct during the performance of the Agreement. The Supplier will promptly provide proof and/or certification indicating that it meets these requirements upon SDGILR's request.

4.3 A breach of this Clause 4.2 is a material breach of the Agreement entitling SDGILR to terminate and, in addition, entitle SDGILR to recover from the Supplier the amount of any Losses.

5. **REMEDIES**

5.1 SDGILR shall without limiting its other rights and remedies, have the following rights, whether or not it has accepted the Goods, Services and/or Deliverables, if the Goods, Services and/or Deliverables are not delivered in accordance with the Agreement:

(a) to reject the Goods and/Deliverables (in whole and in part) and return them to the Supplier at the Supplier's own risk and expense;

(b) to require the Supplier to repair or replace the rejected Goods and/Deliverables at the Supplier's risk and expense within the period stipulated by SDGILR. If SDGILR does not stipulate a period, a period of 4 (four) hours with regards to processing aids and 24 (twenty four) hours for all other Goods and/or Services after the request of SDGILR will apply;

(c) to require the Supplier to re-perform the Services at no additional cost to SDGILR;

(d) to refuse to accept any subsequent performance or delivery (as applicable) of the Goods, Services and or Deliverables that the Supplier attempts to make;

(e) to suspend payment of the Charges until such time as the Supplier recommences the provision of the Services or delivery of Goods and/or Deliverables;

(f) to require the Supplier to repay the Charges of the rejected Goods, Services and or Deliverables in full (whether or not SDGILR has previously required the Supplier to repair or replace the rejected Goods, Services and or Deliverables) and where SDGILR has paid in advance for the Goods and or Services that have not been provided by the Supplier, to have the relevant sums refunded or credited by the Supplier to SDGILR;

(g) to recover from the Supplier any Losses incurred by SDGILR in purchasing substitute Goods, Services and or Deliverables from a third party; and

(h) to claim damages for any Losses resulting from the Supplier's delivery of Goods and or Deliverables that are not in conformity with the terms of the Agreement (including delay and/or failure in performing the Services).

5.2 This terms of the Agreement shall apply to any repaired or replacement Goods and any substituted or remedial Services and or Deliverables provided by the Supplier and SDGILR's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

5.3 Without prejudice to other rights or remedies, if the Goods are not delivered by the applicable date, SDGILR may, at its option, claim from the Supplier and the Supplier shall pay as liquidated damages calculated, commencing from the delivery date(s) or such dates agreed by the Parties up to the actual delivery of the full quantity of the Goods in accordance with the relevant Order, at the rate specified at one percent (1%) per day of the Agreement amounting up to a maximum of ten percent (10%) of the total value of the Agreement provided the total liquidated damages shall not exceed the total value of the Order.

6. **LIABILITY**

6.1 Nothing in the Agreement shall exclude or limit any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any express indemnity given in the Agreement, including the indemnities set out at Clauses 18 (Employees) and 7 (Indemnities).

6.2 Except where otherwise agreed by SDGILR in writing and subject to Clause 6.1, the maximum aggregate liability, in any Agreement Year, of the Supplier in relation to the Agreement, howsoever arising and including as a result of breach of contract, tort (including negligence) or statutory duty, shall not exceed the greater of: (i) 200% of the aggregate Charges paid or payable, in respect of the Agreement Year; and (ii) £5,000,000 (five million pounds).

6.3 Subject to Clause 6.1, the maximum aggregate liability in any Agreement Year of SDGILR, in relation to the Agreement, howsoever arising and including as a result of breach of contract, tort (including negligence) or statutory duty shall not exceed 100% (one hundred per cent) of the Charges paid or payable in respect of that Agreement Year.

6.4 Subject to Clause 6.1 above, neither Party will be liable to the other Party for any indirect, consequential or special loss howsoever arising and including as a result of breach of contract, tort (including negligence) or statutory duty, or in connection with, the Agreement.

6.5 Subject to Clause 6.2, the Supplier shall be liable for all Losses and costs incurred as a result of defaults or non-conformities of the Goods delivered and/or the Services provided and for all costs and Losses incurred by SDGILR, as a result of the Supplier's late delivery or non-delivery of the Goods and late provision or non-provision of the Services, in addition to SDGILR's rights under Clause 5.3 of the Agreement.

6.6 The Supplier will take out adequate insurance against loss and damage as referred to within the Agreement. The Supplier will keep a certificate of insurance duly available for inspection by SDGILR.

7. **INDEMNITIES**

7.1 The Supplier shall indemnify and hold harmless SDGILR, each SDGILR Group member and their respective subcontractors against all Losses suffered or incurred by SDGILR, each SDGILR Group member or their respective subcontractors arising out of, or in connection with, the following matters:

(a) damage to property, death or personal injury caused by the acts and/or omissions of the Supplier, its employees and agents arising out of or in connection with the Agreement;

(b) any claim made by a third party against SDGILR, relating to death, personal injury or damage to property arising out of, or in connection with: (i) defects in the Goods or Services; or (ii) the supply of the Goods or Services;

(c) any breach by the Supplier's, its employees', agents and/or subcontractor's breach of the terms of the Agreement and/or acts or omissions;

(d) any claim or allegation that the use by SDGILR or possession by SDGILR of the Goods, Services and/or Deliverables or any materials provided by or on behalf of the Supplier infringe any rights (including Intellectual Property Rights) of a third party;

(e) any recall of Goods resulting from a breach by the Supplier of the terms of the Agreement and/or Applicable Law;

(f) any failure of the Supplier, its employees and agents to comply with Applicable Law; or

(g) any breach or alleged breach of Clause 14 (Data Protection);

(h) any breach or alleged breach of Clause 4.2(b);

(i) any breach of Clause 13 (Confidentiality);

(j) any breach of Clause 15 (Anti-Bribery); and

(k) any breach of Clause 16 (Anti-Slavery).

7.2 This Clause 7 shall survive termination of the Agreement.

8. **RECALL**

8.1 Where required, the Supplier will provide SDGILR with all relevant batch records and product information pertaining to the Goods or products to be recalled and any reasonable information that SDGILR requests in order for it to manage the product recall effectively.

8.2 The Supplier will cooperate with SDGILR in relation to such recall and will bear all costs for providing information, assistance and for co-operating with the recall.

9. **FORCE MAJEURE**

9.1 Neither Party shall be deemed to be in breach of the Agreement nor liable to the other for delay in performing or failure to perform any of its obligations under it if such delay or failure results from Force Majeure Events (the "Affected Party"), providing that the Affected Party:

(a) promptly notifies the other Party of the nature and extent of the circumstances of the Force Majeure Event (and the time for performance of that obligation shall be extended accordingly); and

(b) takes all reasonable steps available to it to mitigate and minimise the effects of such Force Majeure Event on the performance of its obligations under the Agreement.

9.2 The non-performing Party is entitled without liability to the performing Party to suspend its own performance of the Agreement including any obligation to make any payment under the Agreement while the Force Majeure Event continues and the Affected Party shall not be entitled to payment from the non-performing Party in respect of extra costs and expenses incurred as a result of the Force Majeure Event.

9.3 If a Force Majeure Event lasts for longer than 1 (one) month, SDGILR has the right to terminate the Agreement unilaterally on notice to the Supplier. In addition, SDGILR has the right to terminate the Agreement on the same basis if the Force Majeure Event lasts for shorter than 1 (one) month if SDGILR no longer has any reasonable interest in taking delivery after once of the Force Majeure Event ceases to exist.

10. **PRICES, INVOICE AND PAYMENT**

10.1 Except where otherwise agreed in writing, all Charges shall be in GBP and are fixed and inclusive of all costs, including but not limited to costs of transport, packaging, insurance, duties and levies excluding VAT which shall be charged at the prevailing rate.

10.2 The Supplier shall not increase the Charges without SDGILR's prior written approval.

10.3 Unless otherwise agreed between Parties, SDGILR shall pay the Charges in accordance with the Payment Terms by way of BACS payment.

10.4 The invoice will meet all legal requirements and will contain at least the following information:

(a) Order number of SDGILR;

(b) the Charges, which itemise the price for Goods and Services, transportation costs (if applicable), levies, all taxes and any other costs relating to the supply for Goods and Services;

(c) volume and description of Goods and/or Services;

(d) bank account details including IBAN and BIC,

(e) name and registered company number of the Supplier;

(f) number of Chamber of Commerce; and

(g) VAT number of the Supplier.

10.5 The invoice will be for the attention of the Financial Department of SDGILR.

10.6 SDGILR is entitled to defer its payment obligation of the Charges in the event that the invoice is disputed or if the Goods or Services are disputed. Such deferral will not result in any obligation on the part of SDGILR to pay interest or any other compensation to the Supplier.

10.7 Payment of the Charges for the Goods and/or Services by SDGILR will never imply a waiver of SDGILR's right to make a claim against the Supplier under the Agreement or otherwise.

10.8 SDGILR is entitled to deduct from the amounts which it owes, for whatever reason, to the Supplier or to other companies forming part of the same group as the Supplier, the amounts which SDGILR or other companies forming part of the SDGILR Group can claim for whatever reason from the Supplier or from other companies forming part of the same group as the Supplier.

10.9 Each Party is entitled to charge interest on all overdue amounts (except for amounts disputed by SDGILR pursuant to Clause 10.6), from the invoice due date (in accordance with the Payment Terms) until and including the date of actual payment, after as well as before judgement, accruing on a daily basis, at the rate of 2% (two per cent) per annum above the base rate for the time being of Barclays Bank plc if the other Party fails to pay any amount due under the Agreement within 14 (fourteen) days of the payments due, in relation to the Charges or otherwise.

11. **TERMINATION**

11.1 SDGILR may terminate the Agreement for convenience at any time, during the Term by giving the Supplier no less than 30 (thirty) days' written notice., subject only to payment by SDGILR to the Supplier of reasonable and demonstrable costs in respect of work done up to the date of termination (provided that such costs shall not exceed any agreed Charges).

11.2 Either Party may immediately terminate the Agreement without payment of compensation or other damages if the other Party:

(a) commits a material breach of the Agreement which is incapable of remedy;

(b) fails to remedy, where it is capable of remedy, or persists in any breach of the Agreement after having been required in writing to remedy or desist from such breach within a period of 30 (thirty) days; and

(c) is unable to pay its debts as they fall due, or suffers an event of insolvency.

11.3 SDGILR may terminate the Agreement by giving written notice to the Supplier if there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.4 The termination of the Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

11.5 Each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of expiry or earlier termination.

12. **INTELLECTUAL PROPERTY AND INFORMATION**

12.1 All Background Rights are and shall remain the exclusive property of the Party owning them.

12.2 The Supplier hereby grants to SDGILR an irrevocable, worldwide, non-exclusive, assignable, royalty-free licence and all necessary permissions and/or consents required (with full right to sub-license) to use and reproduce the Supplier's Background Rights to enable SDGILR to benefit from the Goods, Services and/or use the Deliverables in connection with its business, during the Term.

12.3 Subject to clause 12.2, the Supplier assigns and shall procure the assignment of Intellectual Property Rights that arise in respect of the Deliverables provided to SDGILR, with full guarantee and free from any third party right and the Supplier hereby waives and shall procure the waiver of any moral rights in the Deliverables to which it or its Personnel are now or may be at any future time entitled under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

12.4 If SDGILR provides the Supplier with information, such as (digital) data, drawings, models or other (technical) information (hereinafter "**Information**"), or such information is collected by the Supplier, the following conditions will apply:

(a) the Information will remain the exclusive property of SDGILR. The Supplier will, upon SDGILR's first request thereto, return to SDGILR the Information together with all copies thereof as well as any working documents; and

(b) the Supplier undertakes to treat the Information as confidential in accordance with Clause 13 of the Agreement.

12.5 The Supplier warrants and undertakes that its fulfilment of the Agreement, any Goods and/or Deliverables supplied and Services performed pursuant to the Agreement and the use or possession of the Goods, Deliverables and Services does not and shall not infringe any Intellectual Property Right of any third party. If at any time an allegation of infringement of Intellectual Property Rights is made, or if, in SDGILR's reasonable opinion, such an allegation is likely to be made, in respect of the Goods, Services and/or Deliverables supplied by the Supplier to SDGILR, the Supplier shall promptly and at its own expense:

(a) procure for SDGILR the right to continue using and possessing relevant Goods, Services and/or Deliverables; or

(b) modify or replace the relevant Goods, Services and/or Deliverables in a manner acceptable to SDGILR, without detracting from the Supplier's obligations under the Agreement.

13. **CONFIDENTIALITY**

13.1 Each Party shall keep secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under the Agreement and shall not use nor disclose that Confidential Information except for the purposes of the proper performance of the Agreement or with the prior written consent of the other Party. Where disclosure is made to any Personnel, it shall be done subject to obligations equivalent to those set out in the Agreement. Each Party shall use its best endeavours to procure that any Personnel to whom Confidential Information is disclosed, complies with these obligations. Each Party shall be responsible to the other Party in respect of any disclosure or use of any Confidential Information by a person to whom disclosure is made.

13.2 In dealing with Confidential Information belonging to the other Party, each Party shall exercise no lesser security measures and degree of care than those which the recipient Party applies to its own Confidential Information, which the recipient Party warrants as providing adequate protection against unauthorised disclosure, copying or use.

13.3 The obligations of confidentiality in this Clause 13 shall not extend to any information that a Party can show:

(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Agreement;

(b) was developed by it independently of any Confidential Information disclosed by the other Party which can be reasonably proved by written records;

(c) was independently disclosed to it by a third party entitled to disclose the same; or

(d) is legally required to be disclosed under any Applicable Laws, or by an order of a court or governmental body or authority of competent jurisdiction or any recognised Stock Exchange, subject to the disclosing Party notifying and consulting with the other Party a reasonable time prior to the disclosure.

13.4 Each Party:

(a) except as otherwise set out in the Agreement, shall not make copies or reproductions of Confidential Information except to the extent necessary for the purposes of the proper performance of the Agreement;

(b) shall promptly notify the other if it becomes aware of any unauthorised publication or disclosure of Confidential Information and the recipient Party shall take all possible action to prevent further publication or disclosure of the same; and

(c) acknowledges that during the Term of the Agreement and at the direction of the disclosing Party and to the extent reasonably practicable, it shall deliver up all copies of all documents relating to the disclosing Party or to any company of the disclosing Party's Group and any records made or compiled by the recipient Party containing extracts of any such document or any Confidential Information (whether or not lawfully made or obtained) and if requested shall delete any Confidential Information from any re-usable medium. If following such delivery or destruction, the recipient Party requires the Confidential Information of the disclosing Party to comply with Applicable Laws, it may request such Confidential Information from the disclosing Party and the disclosing Party shall, where possible, provide such information.

13.5 For the avoidance of doubt, SDGILR shall be entitled to disclose the Agreement and any other Confidential Information provided by or on behalf of the Supplier to any SDGILR affiliate and/or to third parties as necessary to enable SDGILR to make use of the Goods, Deliverables and/or the Services provided under the Agreement.

14. DATA PROTECTION

14.1 In relation to personal data of, or relating to, SDGILR, its staff, workers or other individuals, the Supplier undertakes that it shall at its own cost:

(a) to the extent that it is acting as a processor of such personal data, carry out its obligations in respect of such personal data in accordance with the requirements of Data Protection Law, including in particular those obligations set out in Articles 28.2 – 28.4 of the GDPR;

(b) comply with all Data Protection Laws and SDGILR's Policies notified from time to time;

(c) only process personal data for the purpose of providing the Services in accordance with SDGILR's lawful documented instructions, not disclose it, and not transfer the personal data outside the United Kingdom;

(d) implement and maintain appropriate technical and organisational security measures in accordance with Article 32 including encryption (where appropriate), measures to ensure the confidentiality, integrity, availability, restoration and resilience of the systems used and carrying out regular testing (having regard to the state of technological development and cost of implementing such measures) to prevent unauthorised or unlawful processing and accidental loss, destruction or damage of the personal data;

(e) assist SDGILR in ensuring compliance with the obligations pursuant to Articles 32 to 36 and, in the event of a suspected or actual personal data breach, notify SDGILR immediately and in any event within 12 (twelve) hours of becoming aware and provide all information and assistance required to enable SDGILR to comply with Data Protection Laws;

(f) make available to SDGILR all information necessary to demonstrate compliance with the obligations laid down in Article 32 (including immediately notifying SDGILR if any instruction given to the Supplier breaches Data Protection Law) and allow for and contribute to audits, including inspections, conducted by SDGILR or another auditor mandated by SDGILR;

(g) not use sub-processors to process personal data on SDGILR's behalf without SDGILR's written consent. Where consent is given, the Supplier shall procure that any sub-processors who have access to such personal data shall be subject to binding contractual obligations which are substantially similar to the terms of this Clause 14 and Supplier shall remain liable for all acts and omissions of such sub-processors in relation to such processing;

(h) ensure all Supplier Personnel are bound by a duty of confidentiality of such personal data;

(i) keep a record of its processing activities which relate to the Agreement and shall upon request, and in any event upon termination or expiry of the Agreement, (unless the SDGILR agrees otherwise in writing in each case) deliver up all personal data processed pursuant to the Agreement (including promptly and securely deleting or destroying such personal data, except for personal data which is necessary for the Supplier to comply with any continuing obligations under the Agreement and/or required by Applicable Laws and Data Protection Law).

(j) notify SDGILR within 24 (twenty four) hours if it receives any communication from an individual data subject or from the Information Commissioner's Office or equivalent supervisory authority in relation to the processing of such personal data and not respond to any such requests without SDGILR's prior written consent,

and the terms "Article" "personal data", "personal data breach", "data subject", and "supervisory authority" have the meanings given in Data Protection Laws.

14.2 If any personal data is provided by the Supplier to SDGILR, the Supplier shall ensure it is lawfully entitled to provide such data and in particular has obtained any required authorisations and consents and has given all necessary notices to data subjects.

15. ANTI-BRIBERY

15.1 The Supplier shall, and shall procure that its agents, directors, employees, officers and subcontractors shall:

(a) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct;

(b) comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"); and

(c) have and maintain in place throughout the Term of supply, adequate policies and procedures to ensure compliance with the Anti-Bribery Laws.

15.2 Any breach of this Clause 15 shall be deemed a material breach of the Agreement, entitling SDGILR to terminate and, in addition, entitle SDGILR to recover from the Supplier the amount of any Losses.

16. **ANTI-SLAVERY**

16.1 The Supplier warrants, represents and undertakes that:

(a) neither itself nor its agents, directors, employees, officers and subcontractors have been convicted of any offence involving any Applicable Laws, regulations, rules and codes making provision about slavery, servitude and forced or compulsory labour and about human trafficking including but not limited to the Modern Slavery Act 2015 ("Anti-Slavery Laws");

(b) having made reasonable enquiries, so far as it is aware, neither itself nor its agents, directors, employees, officers and subcontractors have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Anti-Slavery Laws; and

(c) it will have, maintain and enforce throughout the Term its own policies and procedures to ensure compliance with its obligations under this Clause 16 and the Anti-Slavery Laws.

16.2 Any breach of this Clause 16 shall be deemed a material breach of the Agreement, entitling SDGILR to terminate and, in addition, entitle SDGILR to recover from the Supplier the amount of any Losses.

17. **ASSIGNMENT**

17.1 The Supplier shall not assign, transfer, charge or otherwise deal with the Agreement or any obligation under the Agreement without the prior written consent of SDGILR. Without prejudice to the generality of the foregoing, the Supplier shall not sub-contract any of its obligations under the Agreement without the prior written consent of SDGILR. In the event the Supplier is given consent by SDGILR to assign or sub-contract its obligations under the Agreement, the Supplier shall at all times remain liable for the actions of such assignee or sub-contractor and for its performance of its obligations under the Agreement (including those obligations performed by any sub-contractor).

17.2 Notwithstanding the above, SDGILR reserves the right to assign or novate the Agreement, to any of its related companies. The Supplier shall execute all documents as SDGILR may reasonably request to perfect such assignment or novation. Such right to assignment shall include the right to assign, novate and/or transfer all licences and/or any other permits, consents and/or approvals granted under the Agreement.

18. **Employees**

18.1 If as a result of the termination (or the expiry) of the Agreement, any contract of employment of any person has effect as if originally made between SDGILR (and/or any Subsequent Supplier (as applicable)) and such person as a result of the Regulations (as amended, re-enacted or extended), then:

(a) either Party shall, upon becoming aware of such effect, notify the other immediately or if not reasonably practicable to do so, then as soon as reasonably practicable thereafter of such effect;

(b) SDGILR may (and/or its Subsequent Supplier may) at its option terminate the employment of such person or accept such person on terms to be agreed by the Parties (including, for the avoidance of doubt, a term that SDGILR (and/or its Subsequent Supplier) shall be indemnified against any liabilities in respect of the employment of such person arising on or prior to their transfer date); and

(c) where SDGILR (and/or its Subsequent Supplier may) have terminated the employment of such person pursuant to Clause 18(b) above, the Supplier shall indemnify SDGILR and/or any Subsequent Supplier (as applicable) against:

I. all Losses arising out of such termination or otherwise arising out of the employment of such person by SDGILR and/or its Subsequent Supplier (as applicable);

II. any direct employment costs (if any) associated with the employment of such person by SDGILR and/or its Subsequent Supplier (as applicable) up to the date of termination of such person's employment; and/or

III. any act or omission which is occurred or is alleged to have occurred prior to the Termination Date, in relation to any of the Supplier or subcontractor's employees.

(d) the Supplier shall indemnify SDGILR and any Subsequent Supplier against any Losses in connection with:

I. the termination of employment, prior to the Termination Date, of any of the Supplier or subcontractor's employees; and

II. any claim that, in relation to any of the Supplier or subcontractor's employees, there has been a failure to comply with obligations under the Regulations, save where the failure is due to any failure by SDGILR or the Subsequent Supplier to comply with its obligations under Regulation 13(4) of the Regulations.

18.2 If the Regulations apply, the Supplier shall co-operate (and shall procure that any subcontractor shall co-operate) in the transfer of its or their employees to SDGILR or a Subsequent Supplier (as required and where applicable) on the Termination Date.

19. **GENERAL**

19.1 **Joint and Several Liability.** If more than 1 (one) party is referred to as the Supplier, then their obligations and liability shall be joint and several.

19.2 **Records and Audits.** The Supplier shall, for Term of the Agreement and for 7 years thereafter, maintain complete and accurate records, relating to the provision of the Goods and or Services, as expressly required by the Agreement (including all charges incurred by SDGILR under the Agreement) or otherwise required by law and in accordance with generally accepted accounting principles. SDGILR reserves the right to inspect the Supplier's records upon giving the Supplier 7 (seven) days' prior written notice.

19.3 **Notices.** All notices given under the Agreement shall be in writing (unless stated otherwise) and shall be sent to the recipient's address set out in the Agreement or any other address that the recipient may designate by notice in accordance with this Clause 19.3. Notice may be delivered personally, by post or email transmission and shall be deemed to have been received by hand delivery – at the time of delivery;

(a) if by post – within 48 (forty eight) hours; and

(b) if by email transmission – immediately on transmission upon receipt of transmission.

19.4 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 19.4 shall not affect the validity and enforceability of the rest of the Agreement.

19.5 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercised of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.6 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

19.7 **Entire agreement.** The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.8 **Third party rights**

(a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

(b) The rights of the Parties to rescind or vary the Agreement are not subject to the consent of any other person.

19.9 **Variation.** Except as set out in these General T&Cs, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties or their authorised representatives.

19.10 **Governing Law and Jurisdiction.** Where the Supplier is based in the UK or the European Union, the Agreement and any disputes or claims arising out of it shall be governed by, and construed in accordance with, the laws of England. All disputes or claims arising out of the Agreement shall be subject to the exclusive jurisdiction of the English Courts. Where the Supplier is based other than in the UK or the European Union, any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 19.10 and:

(a) the number of arbitrators shall be one;

(b) the seat, or legal place, of arbitration shall be London;

(c) the language to be used in the arbitral proceedings shall be English; and

(d) the governing law of the Agreement shall be the substantive law of England and Wales.