

FT GROUP STANDARD TERMS OF PURCHASE

This Agreement between Supplier and Customer consists of Customer's Order and these Standard Terms of Purchase. Any other terms, including those from Supplier, are excluded unless Customer agrees in writing. Supplier accepts this Agreement by any actions Customer reasonably interprets as consistent with the Order, including fulfilling it in whole or part. If there is a conflict between the Order and these Standard Terms, the Order takes precedence.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Standard Terms:
- (a) "Customer", "Supplier", "Goods", "Services" and "Charges" shall mean the customer, supplier, goods, services and charges described in the Order;
 - (b) "Deliverables" means all outputs, products, results, documentation or other deliverables supplied by or on behalf of the Supplier as part of the Services; and
 - (c) "Order" means Customer's order for the purchase of Goods or supply of Services, as set out in Customer's purchase order or any other written contractual document stated to be subject to these Standard Terms.
- 1.2 Terms such as "including" are illustrative and do not limit the preceding words. Headings do not affect the interpretation of this Agreement. References to statutes include any amendments. "Writing" includes emails but not faxes, text messages or WhatsApp or similar instant messaging services.
- 1.3 Where a value is stated in GBP (£) in these Standard Terms and Customer is not incorporated in the United Kingdom, such value shall be converted into the currency of the country of incorporation of the Customer, to be made at the exchange rate published by the Bank of England on the date that the Supplier accepts the Order.
- ### 2 CHARGES AND PAYMENT
- 2.1 The Charges cover all costs and expenses of Supplier, including packaging, insurance, delivery, unloading, stacking, carriage, and all charges and taxes (except VAT or sales taxes shown separately on the invoice).
- 2.2 Where any taxable supply for VAT or sales tax purposes is made under the Agreement, Customer shall, on receipt of a valid VAT or sales tax invoice from Supplier, pay to Supplier such additional amounts of VAT or sales tax at the same time as payment for the relevant Charges.
- 2.3 Supplier must invoice Customer within twelve months of the invoice date on the Order or, if no date is provided, within twelve months of Customer accepting the Goods or Services. Customer shall not be required to pay invoices submitted after this period.
- 2.4 For "time and material" Services, the invoice must detail the time spent by each individual, the hourly rates, and the cost of materials used, along with supporting documents including time sheets and receipts. Supplier cannot charge for time lost due to illness or delays beyond Customer's control.
- 2.5 Supplier shall ensure that any invoices include the Order number and any other information Customer reasonably requires to verify the invoice's accuracy.
- 2.6 Customer shall pay valid and undisputed invoices within 30 days of receipt.
- 2.7 If Customer fails to make any undisputed payment by the due date, it shall pay interest on the overdue amount at the higher of (a) 3% per annum above HSBC UK Bank plc's base rate; or (b) such other rate as may be required by applicable law, in each case accruing daily until payment is made.
- 2.8 Any amount recoverable or payable by Supplier to Customer under this or any other contract may be deducted from any amount due to Supplier under this Agreement.

3 SUPPLIER OBLIGATIONS

3.1 Supplier shall:

Goods and Services

- (a) provide the Goods and Services meeting all requirements specified by Customer including quantities, qualities, descriptions, specifications, locations, performance dates, delivery dates, milestones, and service levels;
- (b) ensure that all Goods and all physical Deliverables (i) are of satisfactory quality and free from defects in materials and workmanship and remain so for 12 months after delivery; (ii) are provided with full title guarantee and free from all encumbrances; (iii) are fit for any purpose held out by Supplier or made known to Supplier by Customer, and in this respect Customer relies on Supplier's skill and judgment; (iv) comply with all statutory and regulatory requirements for manufacture, labelling, packaging, storage, handling and delivery; (v) are properly packed and secured to arrive in good condition; and (vi) are delivered and unloaded to the location specified in the Order or as directed by Customer during Customer's standard business hours in accordance with Customer's directions, at Supplier's risk, with a reasonably detailed delivery note;
- (c) not interfere with Customer's editorial freedom, and when producing content, ensure accuracy, fairness, integrity and compliance with regulatory standards;
- (d) implement appropriate contingency plans to minimize operational disruptions and impact on Customer;
- (e) not include any AI-generated content in any Deliverables intended for public release without Customer's prior written consent;
- (f) not input any Customer content or data into any system incorporating generative AI technology without the Customer's prior written consent, except for closed systems where neither the Supplier nor the AI system provider is permitted to use the content or data beyond providing the services to the Customer;

Personnel

- (g) ensure that it and each of its employees, agents, consultants, contractors, subcontractors, or other individuals involved in the fulfilment of this Agreement ("Supplier Personnel") (i) are suitably qualified, trained, experienced and behaved; (ii) dedicates the necessary time and effort and act with all reasonable skill, care and diligence, in accordance with good industry practice and all applicable laws and regulations (iii) follow Customer's security, health and safety and other policies and procedures on premises owned or operated by Customer; (v) do not disrupt Customer's business; (vi) follow Customer's reasonable instructions and co-operate with Customer; (vii) are provided with appropriate equipment such as laptops and phones; and (viii) hold any required visa or residency permits;
- (h) take full responsibility for any Supplier Personnel, including accepting liability for their acts, omissions and negligence as if they were the Supplier's own and including supervision, direction, control and payment of salary (including the deduction of income tax and national insurance contributions, if appropriate), compensation, entitlements, costs and fees due to Supplier Personnel, and assessing their employment status for IR35 purposes or local country equivalent to ensure that Supplier Personnel are not employees, workers or agents of Customer;

- (i) only substitute any Supplier Personnel if the substitute is appropriately skilled and qualified and no delay or quality reduction shall occur;
- (j) allow Customer to approve Supplier Personnel in advance and, as soon as reasonably practicable upon Customer's request, replace any Supplier Personnel with someone equally skilled and qualified if Customer deems this to be reasonably necessary;
- (k) provide the Goods and/or Services as an independent supplier and not as an employee, worker, agent or partner of Customer;

Insurance

- (l) maintain appropriate levels of professional indemnity, public liability, and employer's liability insurance (and in any event no less than any statutory minimum levels of insurance that apply to Supplier) with a reputable insurer during the term of this Agreement and in the case of professional indemnity insurance for six years after; notify Customer of any withdrawal or significant reduction in coverage; and promptly provide insurance certificates and premium receipts upon Customer's request;

Technology

- (m) maintain appropriate levels of cybersecurity and information security in accordance with good industry practice;
- (n) if given access to Customer's software or systems, only use them only for performing this Agreement and as instructed by Customer, not cause any faults, and comply with all related terms and conditions;
- (o) if given a Customer email account, ensure it is used only by the assigned person and only for the purposes of this Agreement, without altering any notices in Customer templates;

Personal Data

- (p) comply with all applicable laws and regulations relating to data protection and privacy, not cause Customer to be in breach of such laws and regulations, and comply with the requirements set out in the Appendix to this Agreement when acting as a data controller or data processor under this Agreement;

ESG

- (q) comply with all applicable laws and regulations relating to the protection of human rights and the prevention of tax evasion, money laundering, modern slavery, forced labour, child labour, bribery and corruption; implement and enforce adequate policies, procedures and an adequate due diligence process to ensure compliance with such laws and to prevent the making of any such payments or bribes and any modern slavery or human rights abuse in its supply chains; promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this Agreement; and promptly notify Customer in writing if it becomes aware of any breach or suspected breach of this sub-clause;
- (r) comply with all applicable laws and regulations relating to health and safety; and implement and enforce adequate policies and procedures to ensure compliance with such laws and regulations (including to ensure that all workplaces under its control are safe, healthy, and conducive to the well-being of Supplier Personnel);
- (s) comply with all applicable competition and anti-trust laws and regulations; and not engage in any practices that are anti-competitive or which limit competition through illegal or unfair means;
- (t) comply with all applicable laws and regulations relating to the prevention of discrimination, harassment and abuse; implement and enforce adequate policies and procedures to ensure compliance with such laws and regulations (including to ensure that no Supplier Personnel is subjected to any form of discrimination, harassment, victimisation, or abuse, including where based on race, colour, sex, sexual orientation, gender identity, religion, nationality, age, disability, or any other characteristic protected by law); and

promote inclusivity and improved diversity and access to opportunity for all individuals in its operations;

- (u) promptly alert Customer if Supplier (or individuals or entities associated with it) becomes subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America ("**Sanctions**");
- (v) promptly disclose to Customer any conflicts of interest that Supplier is aware of during any supplier selection or onboarding process, or that arise during its business relationship with Customer;
- (w) comply with environmental laws and regulations; conduct business responsibly and in a sustainable manner; and, upon request from Customer, endeavour to provide Customer with information and data, including carbon emissions, for Customer's environmental audits and enquiries;

Records and Audit

- (x) maintain appropriate records relating to this Agreement; allow Customer to audit Supplier to verify Supplier's compliance with this Agreement and the accuracy of any Charges on reasonable notice during the term of this Agreement and for two years after; and co-operate with such audit requirements, including providing access to such records and Supplier's premises.

- 3.2 if any Deliverable comprises editorial or journalistic material intended for publication for publication by Customer, then Supplier (a) agrees that Customer is entitled to make such editorial changes that Customer considers required to make it suitable for publication; (b) agrees that Customer may take reasonable steps to acknowledge Supplier as the author; (c) shall research and prepare the Deliverables observing the highest ethical standards and in compliance with the FT Editorial Code of Practice; (d) shall ensure that, to the best of Supplier's knowledge, the Deliverable contains nothing libellous or otherwise unlawful; (e) shall immediately notify Customer if Supplier becomes aware of any legal issue arising from publication of the Deliverable; and (f) shall co-operate fully with Customer in the event of a legal claim or a complaint about the Deliverable.
- 3.3 If Customer requests a change to the Goods or Services (including the method or timing of their performance or delivery) ("**Change**"), Customer shall submit a written request to Supplier with sufficient information for Supplier to prepare a reasonably detailed note describing the change, its impact, the proposed timeline, any reasonable resultant change in the Charge and such other details as Customer may reasonably request (a "**Change Control Note**"). Supplier shall, within fourteen days of receipt send Customer a Change Control Note. After receiving a Change Control Note, if the parties agree on the terms of the Change Control Note then they shall sign it and it shall amend this Agreement; or if Customer does not wish to proceed, there shall be no change to this Agreement. Supplier shall not unreasonably withhold or delay consent to a requested Change.

4 CUSTOMER OBLIGATIONS

- 4.1 Customer shall:
 - (a) pay the Charges to Supplier in accordance with clause 2 above; and
 - (b) provide such information and access to premises operated or owned by Customer as reasonably necessary to provide the Services.

5 OWNERSHIP

- 5.1 For the purposes of this Agreement:
 - (a) "**Foreground IP**" means any intellectual property that is created, developed, or otherwise brought into existence by or on behalf of Supplier in the course of or in connection with the performance of this Agreement.
 - (b) "**Background IP**" means any intellectual property that is owned or controlled by Supplier prior to the commencement of this Agreement or that is developed by Supplier independently of this Agreement.
- 5.2 All Foreground IP shall be the exclusive property of Customer. Supplier hereby assigns (or shall procure the assignment) to

Customer with full title guarantee all rights, title, and interest in and to the Foreground IP. To the extent permitted by law, Supplier waives (or shall procure the waiver of) any moral rights in the Foreground IP.

- 5.3 All Background IP shall remain the exclusive property of Supplier. Supplier grants to Customer a perpetual, irrevocable, non-exclusive, royalty-free, transferable, worldwide licence (with the right to sub-license) to use, reproduce, modify, and distribute the Background IP to enjoy the full benefit of ownership of the Goods or use of the Services and to the extent necessary for Customer to fully exploit the Foreground IP and to exercise its rights under this Agreement.
- 5.4 All materials, content and data provided by Customer shall remain the exclusive property of Customer or its licensors.
- 5.5 Title in the Goods shall pass to Customer on the sooner of payment for or delivery of the relevant Goods, and risk in the Goods shall pass to Customer on the later of successful delivery or acceptance of the relevant Goods.

6 WARRANTIES AND INDEMNITIES

- 6.1 Supplier warrants and represents that:
- (a) at the time of delivery of any Goods, Supplier shall have all necessary rights and ownership to transfer full clear and unencumbered title in such Goods to Customer and neither Supplier nor any other person shall have any lien on, right of stoppage in transit or other rights in or to such Goods;
 - (b) it has and shall at all times have full authority to grant the licences and rights granted by Supplier under this Agreement; and
 - (c) the use of the Foreground IP and Background IP by Customer as permitted by this Agreement, shall not infringe any rights of third parties, including any intellectual property rights.
- 6.2 Supplier shall indemnify and hold harmless Customer, its affiliates, and their respective directors and employees (each an **"Indemnified party"**) for any (i) liabilities, losses, costs, expenses and damages (including all reasonable legal and other professional costs and expenses) incurred or suffered by any Indemnified party and (ii) any monetary penalties, fines and the costs of an investigative, corrective or compensatory action required by a regulator, in each case resulting from:
- (a) infringement or alleged infringement by an Indemnified party of any intellectual property rights of any third party as a result of the Indemnified party's receipt of the Services or its use or possession of any Goods (an **"IP Claim"**);
 - (b) Supplier's breach of any confidentiality obligations;
 - (c) Supplier's breach of any obligations relating to any personal data;
 - (d) Supplier's wilful misconduct, wilful default or fraudulent or dishonest act or omission;
 - (e) death or personal injury arising from the act or omission or negligence of Supplier;
 - (f) any third party claim arising from any breach of this Agreement or negligence of Supplier;
 - (g) any claim that any Supplier Personnel has the status of an employee or a worker of an Indemnified party, including for unfair dismissal, statutory redundancy, holiday entitlement, taxes or contributions; or
 - (h) any transfer of any contracts of any Supplier Personnel to Customer or any future supplier appointed by Customer in place of Supplier on the expiry or termination of this Agreement (in which case the indemnity shall include the cost of termination of such contract).
- 6.3 If there is an IP Claim against Customer, Supplier shall promptly and at its own expense either obtain the right for Customer to continue using the Goods or Services or modify or replace the infringing part without reducing functionality or performance. If neither option is possible on reasonable terms, Supplier shall promptly refund Customer for the affected Goods or Services, without affecting the indemnity above.

7 CONFIDENTIALITY AND PUBLICITY

- 7.1 Each party shall appropriately safeguard the other party's information of a confidential nature (including any information marked or identified as confidential, or that should reasonably be understood to be confidential, including business plans and processes, product specifications, financial and technical information, customer lists, trade secrets, and any Customer Personal Data) received from the other party or otherwise obtained in performing this Agreement. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it to fulfil this Agreement and shall ensure they are subject to appropriate confidentiality obligations, and shall not disclose it to any other person without the prior written permission of the disclosing party. Confidential information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) was already known to the receiving party at the time of disclosure; (c) is received from a third party without breach of any obligation of confidentiality; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (e) is required to be disclosed by law, regulation, or court order, provided the receiving party gives prompt notice to the disclosing party to allow an opportunity to contest the disclosure where permitted to do so.
- 7.2 Supplier shall not use any Customer, or its affiliates', name, brand, or logo for marketing or publicity without Customer's express written consent. If consent is given, Supplier must follow any written branding guidelines and instructions provided by Customer.

8 LIABILITY AND REMEDIES

- 8.1 Customer may reject and return any non-compliant Goods or Deliverables at Supplier's cost and risk. Acceptance or payment for defective, late, or incomplete Goods or Deliverables does not waive Customer's rights to reject or seek any remedies. If Supplier fails to deliver any Goods or Services by the specified date, Customer may (a) terminate the Agreement in whole or in part; (b) refuse further attempts to deliver the Goods or Services; (c) recover additional costs of obtaining substitute Goods or Services and/or (d) obtain a refund for any pre-paid Goods or Services not provided. These rights are in addition to those implied by law.
- 8.2 Neither party shall be in breach of the Agreement nor liable for delay or failure in performing its obligations if such delay or failure result from events, circumstances or causes beyond that party's reasonable control (**"Force Majeure Event"**) provided that such party uses all reasonable efforts to mitigate the effect of such Force Majeure Event.
- 8.3 Where Customer provides Supplier with access to any software or systems, such access is provided on an "as-is" and "as-available" basis, and while Customer shall use reasonable efforts to always make them available for use, Customer is not liable for their unavailability or performance.
- 8.4 Neither party shall be liable to the other (whether in tort, contract, negligence or otherwise) for any consequential, indirect or special losses.
- 8.5 The aggregate liability of Customer in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the greater of 200% of the Charges paid or payable or £100,000.
- 8.6 The aggregate liability of Supplier in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no event exceed:
- (a) the greater of 200% of the Charges paid or payable or £100,000;
 - (b) £1,000,000 in relation to any damage to, or loss of, tangible property; or
 - (c) £1,000,000 in relation to any data protection obligations, including any such indemnity claim.
- 8.7 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) deceit, theft, fraud or fraudulent misrepresentation;
 - (c) any claims relating to any indemnity in this Agreement (other than in 8.6(c) above);

- (d) any losses which cannot be excluded or limited by any applicable law; or
- (e) any losses caused by gross negligence or wilful misconduct.

9 TERM, TERMINATION AND CANCELLATION

- 9.1 This Agreement commences when Supplier accepts the Order. It continues for the term specified in the Order, or if no term is specified, until all Goods are delivered and accepted and all Services are successfully completed to Customer's satisfaction, unless terminated earlier in accordance with this Agreement.
- 9.2 Customer may withdraw an Order on written notice at any time before its acceptance by Supplier.
- 9.3 Customer may cancel all or part of an Order for undelivered Goods or unperformed Services with at least fourteen days' written notice. Customer shall pay Supplier for any reasonable, irrecoverable costs incurred due to the cancellation, provided Supplier gives reasonable written evidence of these costs and promptly and fully mitigates them. The amount payable by Customer shall not exceed the remaining Charges payable under this Agreement.
- 9.4 Without limiting its rights or remedies, Customer may terminate the Agreement without any further liability by giving immediate written notice to Supplier if:
- (a) Supplier (or any of its shareholders or directors) becomes subject to any Sanction, or Customer reasonably considers that continuation would expose Customer or its affiliates to any Sanction;
 - (b) a Force Majeure Event prevents, hinders or delays Supplier's performance of its obligations for a continuous period of more than twenty-one days; or
 - (c) Supplier undergoes a change of control (meaning that another person or entity gains more than 50% of Supplier's voting power, or acquires most or all of Supplier's assets, or the capacity to control Supplier's day-to-day management).
- 9.5 Without limiting its rights and remedies, either party may terminate this Agreement by written notice to the other party with immediate effect if the other party:
- (a) is in material or repeated breach of this Agreement and, if such a breach is remediable, fails to remedy that breach within 14 days of receipt of notice in writing requiring it to do so; or
 - (b) ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction makes an administration order or liquidation order or similar order, or enters into any voluntary arrangement with its creditors, or is unable to pay its debts as they fall due or any similar event occurs in any jurisdiction.
- 9.6 Termination or expiry of this Agreement shall not affect any rights that accrued before it ended, nor clauses that survive termination or expiry, including clauses 1, 2, 3.1(f), 3.1(l), 3.1(x), 3.2(e), 3.2(f), 5, 6.2, 6.3, 7, 8.4 to 8.7, 9.6 to 9.8, 10.1(d), 11 and the Appendix.
- 9.7 Upon termination or expiry, Supplier shall: (a) assist Customer with facilitating a smooth transition of the supply of the Goods and/or Services to Customer or any replacement supplier; (b) deliver to Customer all paid-for Goods and return all Customer materials, documents, specifications, reports, information, and data, including drafts, as soon as reasonably practicable; and (c) delete all copies of any Customer Personal Data in its control or possession (or return the same to Customer if requested). Supplier shall return all Customer materials immediately, even if incomplete, and be responsible for their safekeeping until returned, using them only for Agreement-related purposes.
- 9.8 No Supplier Personnel contracts shall transfer to Customer or any future supplier upon the expiry or termination of this Agreement.
- ## 10 SPECIAL TERMS FOR VENUE OR EQUIPMENT HIRE
- 10.1 To the extent that the Order relates to Customer's hire of a venue or equipment:
- (a) this shall be deemed a provision of Services for the purposes of this Agreement;
 - (b) Customer may cancel any Order in whole or in part at any time prior to the date the Services are due to be supplied,

subject to the payment of cancellation fees only as set out in the Order;

- (c) if in Customer's reasonable opinion, a Force Majeure Event is likely to have a material effect on the purpose of the Services (for example, legal restrictions on gatherings or travel meaning that an event will be poorly attended) then, at Customer's request, Customer and Supplier shall in good faith discuss whether it is practical to postpone the booking dates in the Order. If the parties are unable to agree on a new date for the booking, then Customer may terminate this Agreement on immediate written notice to Supplier, and Supplier shall promptly refund all paid Charges to Customer and no cancellation fees will be payable to the Supplier; and
- (d) the Supplier's insurance referred to in clause 3.1(l) above shall include public liability insurance and employers' insurance each of at least £5 million.

11 GENERAL

- 11.1 Any notice under the Agreement must be in writing and sent to the address set out on the Order, or to any other address specified in writing. Notices may be delivered personally, by pre-paid first class post, next working day delivery service, commercial courier, or email to the relevant business person. A notice is considered received on the earliest of (a) when acknowledged or replied to; (b) if delivered personally, when left at the specified address; (c) if sent by pre-paid first class post or next working day delivery, at 9.00 am on the second day other than a Saturday, Sunday or public holiday in Customer's place of business ("**Business Day**") after posting; (d) if delivered by courier, when the delivery receipt is signed; (e) if sent by email, at 9.00 am on the next Business Day after transmission. Notices sent to Customer by email to terminate the Agreement or to make or threaten a claim must also be sent to company.secretary@ft.com. This notices clause does not apply to service of legal proceedings.
- 11.2 Supplier may not assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Customer.
- 11.3 This 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.
- 11.4 If any part of the Agreement is found to be invalid, illegal, or unenforceable, it shall be modified as needed to make it valid. If it cannot be modified, it shall be deleted. This shall not affect the rest of the Agreement, which shall remain in effect.
- 11.5 Supplier shall, at its own cost, promptly execute and deliver all such documents and do all such acts as may reasonably be required to give full effect to this Agreement and to secure the full benefit of the rights, powers, and remedies conferred upon Customer in this Agreement.
- 11.6 A waiver of any right or remedy under the Agreement is only valid if in writing and does not apply to future rights or remedies. Delays or failures to exercise any right or remedy do not waive that right or any other right. Partial exercises of a right or remedy do not prevent further exercises of that or any other right.
- 11.7 Nothing in the Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make any commitments for or on behalf of any other party.
- 11.8 Nothing in this Agreement shall be construed as or constitute any relationship of employer and employee between Customer and Supplier or any Supplier Personnel.
- 11.9 A person who is not a party to the Agreement shall not have any rights to enforce its terms. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 11.10 No variation of this Agreement shall be effective unless it is agreed in writing and signed by both parties.
- 11.11 The Agreement, and any dispute or claim arising in connection with it (including non-contractual disputes or claims) shall be subject to the governing law set out in the table below.

11.12 Each party irrevocably agrees that the courts of the jurisdiction set out in the table below shall have exclusive jurisdiction to settle any dispute or claim arising in connection with the Agreement (including non-contractual disputes or claims) provided that, for the exclusive benefit of Customer, Customer retains the right to bring proceedings against Supplier in the courts of Supplier's place of business.

Place of incorporation of Customer	Governing Law	Jurisdiction
United Kingdom, or any location not specified below	England and Wales	The courts of England and Wales
United States of America	New York	The federal and state courts located in New York City
Netherlands	Netherlands	The courts of Amsterdam
Hong Kong	Hong Kong	The courts of Hong Kong

Place of incorporation of Customer	Governing Law	Jurisdiction
Singapore	Singapore	The courts of Singapore
China	China	The courts of Beijing
Japan	Japan	The Tokyo District Court
Philippines	Philippines	The courts of the Philippines

11.13 Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to the Agreement.

11.14 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.15 This version of the Terms was posted on 1 November 2024 and applies to any Order placed by Customer on or after that date.

APPENDIX – DATA PROCESSING ADDENDUM

1 DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Addendum:

- (a) **"Data Protection Laws"** means any applicable privacy or data protection laws or regulations, including the Data Protection Act 2018, GDPR, the California Consumer Privacy Act ("**CCPA**"), the Regulation on Privacy and Electronic Communications, the Federal Trade Commission Act, 15 U.S.C. § 45 and any other federal, state, or local privacy, data protection, information security, or related laws or regulations.
- (b) **"Customer Personal Data"** means any personal data (including any IP addresses, cookies or other identifiers for individual users) or personally identifiable information for which Customer is a controller or a processor.
- (c) **"controller"**, **"processor"**, **"process"**, **"personal data"** and **"data subject"** shall have the meaning given to them in GDPR, and **"personally identifiable information"**, **"service provider"** and **"sale"** shall have the meaning given to them in CCPA.
- (d) **"EU SCCs"** mean the articles annexed to the EU Commission Implementing Decision 2021/914 of 4 June 2021, and **"UK Addendum"** means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022.
- (e) **"GDPR"** means the EU General Data Protection Regulation ("**EU GDPR**"), including as incorporated into UK law by the Data Protection Act 2018 ("**UK GDPR**").

1.2 The details of processing Customer Personal Data, including its subject matter, duration, nature and purpose, type of personal data, and categories of data subjects, shall be as described in the Agreement or agreed in writing by the parties from time to time.

2 OBLIGATIONS OF PARTIES

2.1 When Supplier acts as a controller of any Customer Personal Data, Supplier shall:

- (a) implement appropriate technical and organisational measures to ensure the security of Customer Personal Data, including against risks such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access; and take reasonable steps to ensure the reliability of any Supplier Personnel who have access to Customer Personal Data; and
- (b) in the event of any data breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data (a **"Data Breach"**), notify Customer before informing the affected individuals where reasonably practicable; inform Customer of any measures taken to restore the security of the compromised data and prevent recurrence; and support

Customer in making any required notifications to data protection authorities and affected individuals.

2.2 When Supplier acts as a processor or service provider of any Customer Personal Data and the parties have not entered into a separate agreement governing such processing, Supplier shall:

- (a) process Customer Personal Data only as necessary for the Services and not for any other commercial purposes or outside the direct business relationship with Customer;
- (b) implement, document and maintain appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display, distribution, destruction, or damage; including (i) pseudonymisation and encryption; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) restoring the availability and access to personal data in a timely manner in the event of an incident; and (iv) regularly testing, assessing and evaluating the effectiveness of security measures;
- (c) comply with all obligations imposed on processors by Data Protection Laws and provide Customer with reasonable assistance in meeting Customer's obligations, including consumer rights, data subject access requests, data protection impact assessments and reporting to supervisory authorities;
- (d) not sell any Customer Personal Data;
- (e) promptly comply with any Customer request to amend, transfer, delete or otherwise process Customer Personal Data, or to stop, mitigate or remedy any unauthorised processing;
- (f) promptly notify Customer within 24 hours if Supplier receives any complaint, notice or communication related to the processing of Customer Personal Data or compliance with Data Protection Laws;
- (g) promptly notify Customer within 24 hours if Supplier receives a request from a data subject for access to their Customer Personal Data or to exercise any related rights under Data Protection Laws;
- (h) promptly assist Customer with all notices, requests or enquiries relating to Data Protection Laws, including requests from data subjects and consumers;
- (i) not disclose any Customer Personal Data in response to any data subject or consumer access request without Customer's prior consent;
- (j) not disclose any Customer Personal Data to a third party except at Customer's request or when legally required (in which case Supplier shall inform Customer in advance);

- (k) promptly assist Customer to comply with data protection impact assessments and prior consultation obligations;
- (l) promptly provide any information requested by Customer about Supplier's data processing systems and processes, and allow Customer or its auditors to inspect Supplier's data processing facilities, procedures and documentation to ensure compliance with Data Protection Laws and this Appendix;
- (m) provide Customer with a complete list of intended subprocessors before accepting any Order, and inform Customer of any changes at least 30 days in advance. If Customer objects to a change, the parties shall discuss in good faith, but Customer may terminate this Agreement on written notice and Supplier shall provide a pro rata refund of prepaid fees;
- (n) ensure any subprocessor is bound by obligations no less onerous than those in this Appendix, and be liable for the subprocessor's acts or omissions as if they were Supplier's own;
- (o) notify Customer promptly if any Customer Personal Data is lost, destroyed, damaged, corrupted, or unusable, and restore the data at Supplier's expense;
- (p) notify Customer promptly if it becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data (a "Data Breach"), including a description of the breach, the likely consequences, the measures taken, and such other information as Customer may require;
- (q) promptly following any Data Breach, at its own cost: (i) cooperate reasonably with Customer, including assisting with investigations, providing access to affected facilities and operations, facilitating interviews with relevant Supplier Personnel and providing all relevant materials; (ii) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Data Breach; and (iii) not inform any third party of the Data Breach without Customer's prior written consent, except when required by Data Protection Laws;
- (r) allow Customer alone to decide whether to notify individuals, authorities, regulators or others about any Data Breach, and whether to offer remedies to affected individuals;
- (s) reimburse Customer for reasonable expenses incurred due to a Data Breach caused by Supplier; and
- (t) not transfer any Customer Personal Data to another jurisdiction without Customer's prior written consent, and where consent is granted ensure compliance with appropriate safeguards such as EU SCCs and UK Addendum when processing data outside the UK or EEA..
- 2.3 Supplier certifies that it understands and shall comply with the responsibilities and restrictions imposed on it by this Appendix and Data Protection Laws.
- 2.4 If Customer is incorporated in the UK or the EEA and Supplier is incorporated in a country or territory that is not recognized as ensuring adequate protection under both the EU GDPR and the UK GDPR then:
- (a) Supplier and Customer hereby conclude either Module 1 (Controller-to-Controller) or Module 2 (Controller-to-Processor) of the EU SCCs as appropriate, which are deemed incorporated into this Agreement and completed as follows: (i) the "data exporter" is Customer; (ii) the "data importer" is Supplier; (iii) the optional docking clause is implemented; (iv) the optional redress clause is omitted; (v) the governing law is the law of Ireland; (vi) the courts are the courts of Ireland; (vi) the information required for Annex I.A, I.B, II and III to the Standard Contractual Clauses is as referenced in section 1.2 of this Appendix; and (vii) the competent supervisory authority is the Belgian Data Protection Authority (GBA);
- (b) If Customer is incorporated in the UK, Supplier and Customer hereby conclude the UK Addendum, which is deemed incorporated into this Agreement and completed as follows: (i) the "Exporter" is Customer and the "Importer" is Supplier; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the relevant EU SCCs referred to in (a) above; (iii) in Table 3, the information required is as referenced in section 1.2 of this Appendix; and in Table 4, neither the "Importer" nor the "Exporter" can terminate the UK Addendum; and
- (c) if the UK is considered a third country under the EU GDPR without adequate protection, the parties shall cooperate to implement measures (including signing standard contractual clauses) to ensure data transfers comply with Data Protection Laws.
- 2.5 This Agreement does not affect the provisions of Article 82 of GDPR.
- 2.6 If Customer is incorporated in China, Supplier shall comply with all applicable Chinese privacy and data protection laws, including ensuring that it has obtained any necessary consents for Customer's processing, storage and cross-border transfer to the Customer's affiliates for use in the administration of this Agreement of any personal data that Supplier provides to Customer.