



PURCHASE ORDER AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Contract.

Applicable Laws: means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities, which have the force of law or compliance with which is a requirement of any applicable self-regulatory system, together with any industry codes of practice in effect from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: a date when this Contract commences as specified in the Purchase Order.

Conditions: means the terms and conditions set out in this Contract.

Contract: means the contract between the Customer and the Supplier for the supply of the Goods and/or Services in accordance with these Conditions, the Purchase Order and Mandatory Policies.

Customer: means Martin-Baker Aircraft Company Limited, Lower Road, Higher Denham, near Uxbridge, Middlesex, UB9 5AJ, company number 00868042.

Customer Materials: means without limitation all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: means without limitation all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and any other Deliverables set out in the Purchase Order.

Goods has the meaning given in the Purchase Order.

Intellectual Property Rights: means without limitation any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing.

Mandatory Policies: means the Customer's business policies available on the Customer's website or made available to the Supplier by the Customer, as amended by notification to the Supplier from time to time.



Price: means the charges payable by the Customer for the supply of the Goods and/or Services by the Supplier, as set out in in these Conditions and the Purchase Order.

Purchase Order: means any order from the Customer to the Supplier for the supply of Goods and/or Services under this Contract in such form as the Customer may determine from time to time.

Services: means the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in the Purchase Order.

Services Start Date: means the day on which the Supplier is to start provision of the Goods and/or Services, as set out in the Purchase Order.

Supplier: means the addressee specified in the Purchase Order.

Supplier IPRs: all Intellectual Property Rights that are owned by the Supplier as a result of any work performed outside the Contract and excluding without limitation all Intellectual Property Rights in the Deliverables, Customer Materials, design documents and data and other results created under the Contract.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 References to the Clauses are to the Clauses to this Contract.

1.5 A reference to **writing** or written includes email.

1.6 If there is any conflict or ambiguity between the Conditions and the Purchase Order, the Conditions shall have priority over the Purchase Order.

2. COMMENCEMENT AND TERM

The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms (the “**Term**”).



3. SUPPLY OF GOODS AND SERVICES

- 3.1 By entering into this Contract, the Supplier is offering to provide the Goods and/or Services specified in this Contract and any Purchase Order made by the Customer during the Term and each such Purchase Order shall be deemed to be an acceptance by the Customer of the Supplier's offer to supply the Goods and/or Services specified in that Purchase Order.
- 3.2 Unless agreed otherwise in writing by the Customer, this Contract shall apply to, and shall be incorporated in, all Purchase Orders placed by the Customer with the Supplier during the Term, to the exclusion of all other terms and conditions (including any conditions stated or referenced in any correspondence or which Supplier purports to apply under any quotation, order acknowledgement, or any other document issued by the Supplier).
- 3.3 The Purchase Order number must be quoted on all correspondence and all invoices relating to such Purchase Order. No Purchase Order shall be binding unless it is in writing and is signed by an authorised representative on behalf of the Customer.
- 3.4 Nothing in this Contract shall restrict the Customer from purchasing similar or equivalent Goods and/or Services with any third-party supplier during the Term.
- 3.5 In supplying the Services, the Supplier shall:
 - 3.5.1 perform the Services with reasonable care and skill;
 - 3.5.2 perform the Services in accordance with the service description set out in the Purchase Order and the Supplier shall co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
 - 3.5.3 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
 - 3.5.4 comply with:
 - (a) all Applicable Laws, statutes, regulations from time to time in force; and
 - (b) the Mandatory Policies;



- 3.5.5 observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Supplier;
- 3.5.6 take all reasonable care of all Customer's Materials in its possession and return them to the Customer on request;
- 3.5.7 use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 3.5.8 ensure that the Services will conform with all descriptions and specifications set out in this Contract and the Purchase Order, and that any Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- 3.5.9 provide all equipment, tools and vehicles and such other items as are required to provide the Goods and/or Services;
- 3.5.10 use the best quality goods available to the supplier, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Goods and/or Services or transferred to the Customer, will be free from defects in workmanship, installation and design; and
- 3.5.11 obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws.
- 3.5.12 The Customer may, at its sole discretion, request the removal of any personnel performing the Services or delivering the Goods at the Customer site or other Customer facilities. The Supplier must remove such personnel and provide replacement reasonably acceptable to the Customer, at no additional charges and at the earliest opportunity.
- 3.6 In supplying the Goods, the Supplier shall deliver the Goods on the date(s) specified in the Purchase Order. The applicable Incoterms for this Contract shall be Delivery Duty Paid (DDP) – Incoterms 2020, International Chamber of Commerce (ICC). Initial Payment will be made at 30% of the total value in advance and then upon 30 days end of month there after for completed works not covered by the initial payment.



- 3.7 The Customer shall not be obliged to accept quantities of Goods that vary from those specified in the Purchase Order. The Customer shall accept no responsibility for Goods delivered or Services performed in excess of the Purchase Order.
- 3.8 If Supplier becomes aware of any difficulty in delivering the Goods and/or Services in accordance with the Contract, Supplier shall immediately notify Customer in writing. Such notification shall not alter any delivery schedule set out in the Purchase Order.
- 3.9 In the event of the Supplier's failure to deliver the Goods and/or Services in accordance with the Contract, the Customer may if the relevant Goods and/or Services are not delivered the Customer may terminate the whole or part of the Purchase Order for such Goods and/or Services or this Contract (in whole or in part) without liability for any costs incurred by Supplier. The parties confirm that the sums set out in this Clause 3.10 represent a genuine pre-estimate of Customer's loss.
- 3.10 The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time (six (6) months) to inspect them following delivery or after any latent defect has become apparent the supplier will firstly be given the opportunity to remedy in a timely manner for any breach. For the avoidance of doubt no inspection or testing by the Customer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of the Customer's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with Contract and/or Purchase Order.
- 3.11 The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Customer may have under the Contract or by law, title to and risk in the Goods shall pass to the Customer, provided that if the Customer pays for the Goods prior to delivery, title to the Goods shall pass to the Customer when payment is made.
- 3.12 Time of performance of the Services and the delivery of Goods is of the essence of the Contract. The Services shall be provided so as to meet the dates set out in the Purchase Order.
- 3.13 The Customer shall have the right, at its own cost at any time, and from time to time to conduct at the Supplier's premises an audit of the Supplier's operations, facilities and insurance policies and its health and safety procedures and systems to ensure that the Supplier has the appropriate facilities, procedures, systems and personnel to perform the Contract in accordance with its terms,



and to comply with all Applicable Laws and regulations and for that purpose the Customer, its authorised representatives or any national government quality assurance authority shall be entitled to have access to the Supplier's premises during Business Days on giving reasonable notice to the Supplier.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier; and

4.1.2 provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects.

5 WARRANTY

5.1 It is a condition of the Contract, and the Supplier undertakes, represents and warrants to the Customer that the Goods and their packaging and labelling shall:

5.1.1 conform to and comply in all respects with the specifications as set out in the Purchase Order and with any instructions of the Customer and all other requirements specified within the Contract;

5.1.2 strictly comply with all Applicable Laws; and

5.1.3 be of satisfactory quality, free from defects in design and other inherent defects, material and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Purchase Order or the Contract).

5.2 The warranty in Clause 5.1 shall begin upon delivery of the Goods and extend for a period of two (2) years ("**Warranty Period**").

5.3 If there is a breach of any of the Supplier's warranty in Clause 3.5 and/or Clause 5.1, or if any obligation warranty or requirement imposed by given or stated in the Contract in respect of the



Goods or Services is not complied with, or if any non-conformity or defect within the Goods is identified during the Warranty Period, the Supplier will be given no more than the original lead time again to repeat or remedy where by the Customer shall then be entitled at its sole discretion, and without prejudice to any other right or remedy the Customer may have, to take one or more of the following actions:

- 5.3.1 cancel the Purchase Order and treat the Purchase Order as having never been accepted by the Supplier;
- 5.3.2 reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods; or
- 5.3.3 refuse to accept any subsequent delivery of the Goods; or
- 5.3.4 recover from the Supplier any costs reasonably incurred by the Customer in obtaining substitute goods or services from another supplier; or (Over night stays pre booked costs differential on pricing from new supplier assuming completed works are adoptable)
- 5.3.5 require the Supplier at its sole cost to replace, repair the Goods, or carry out such work as is necessary, within fourteen (14) days so that the Goods conform to the Contract and Purchase Order, and provided that Customer shall not be responsible for any excess replacement Goods supplied; or
- 5.3.6 require the Supplier at its sole cost to re-execute the Services in accordance with this Contract and Purchase Order within seven (7) days;
- 5.3.7 treat the Contract as discharged by the Supplier's breach and:
 - (a) delay payment of the Price for the Goods and/or Services until the requirements of this Contract and Purchase Order are entirely fulfilled;
 - (b) refuse to make payment of the Price of the Goods and/or Services; or
 - (c) require the repayment of any part of the Price of the Goods or Services which the Customer has paid, whether or not the Customer has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or
 - (d) claim such damages as may have been incurred by the Customer as a result of the Supplier's breach of the Contract.



- 5.4 All warranties are given by the Supplier for the benefit of Customer and its customer(s) and the Supplier shall transfer or assign to the Customer and its customers, or otherwise obtain for the benefit of the Customer and its customers, any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any third-party manufacturer in respect of the Goods (or part thereof).
- 5.5 The provisions of this Clause 5 shall apply to any replaced or repaired Goods.
- 5.6 The Customer's rights under this Contract are in addition to any statutory remedies available to the Customer.

6 INTELLECTUAL PROPERTY

- 6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 6.2 All materials supplied by the Customer, and any copies made by or for the Supplier shall be the property of the Customer, shall only be used for the purposes of the Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to the Customer at the Supplier's sole risk and cost.
- 6.3 Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of this Contract, whether in the Goods, Services and the Deliverables, accompanying documents or otherwise shall, from the date of their creation or acquisition by the Supplier, belong exclusively, throughout the world, to the Customer.
- 6.4 The Supplier shall grant or procure the grant of an adequate licence or sub-licence to the Customer at no extra cost, of any Supplier IPRs and Intellectual Property Rights which the Supplier does not own, incorporated or utilised in any work done by the Supplier for the Customer, or Goods, or Services provided, in pursuance of the Contract sufficient to enable the Customer to make full use of such work or Goods, or Services and to repair, update or maintain the work in which such results are incorporated.
- 6.5 The Supplier shall indemnify the Customer in full against any losses to the Customer arising out of or in connection with any claim brought against the Customer for infringement of a third party's



rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Customer.

7 PRICE AND PAYMENT

- 7.1 In consideration for the provision of the Goods and/or Services, the Customer shall pay the Supplier the Price in accordance with this Clause 7.
- 7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (“VAT”), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 7.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the intervals specified in the Purchase Order. Each invoice shall include all reasonable supporting information required by the Customer.
- 7.4 The Customer shall pay each invoice due and submitted to it by the Supplier, within thirty (30) thirty days of receipt, to a bank account nominated in writing by the Supplier.
- 7.5 Any invoices presented by Supplier with values which do not match Customer’s Purchase Order may be rejected by the Customer.
- 7.6 If the Customer fails to pay undisputed amount payable by it under the Contract, the Supplier may charge the Customer interest on the overdue amount from the due date up to the date of actual payment, at the rate of 1% per annum above the base rate for the time being of Bank of England. Such interest shall accrue on a daily basis and be compounded monthly and the Customer shall pay immediately on demand. The parties agree that this is a substantial remedy for the purposes of the Late Payments of Commercial Debts (Interests) Act 1998 (as amended) (the “Act”) and that the default interest rate specified pursuant to that Act shall not apply.
- 7.7 The Customer may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Customer.



8 LIMITATION OF LIABILITY

- 8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding one million British pounds (£1m) per claim. The limits and exclusions in this Clause 8 reflect the insurance cover the Supplier has been able to arrange. The Supplier shall on the written request of the Customer from time to time provide the Customer with reasonable details of the insurance maintained in force in accordance with this Clause 8. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Clause 8.
- 8.2 Nothing in this Contract shall limit the Supplier's liability under Clause 6 Intellectual Propriety and Clause 12 Confidentiality of the Contract.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.3.1 death or personal injury caused by negligence;
 - 8.3.2 gross negligence and wilful misconduct;
 - 8.3.3 fraud or fraudulent misrepresentation; and
 - 8.3.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.4 The Supplier shall indemnify, defend and hold harmless the Customer, its affiliates, and their respective directors, officers and employees in full and on demand (with no duty to mitigate their loss), from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:
- 8.4.1 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods (including failure to comply with the warranties in Clauses 3.5 and 5, to the extent that the defect in the Goods is attributable to the acts or omissions or negligence of the Supplier, its employees, agents or subcontractors;



- 8.4.2 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract (including failure to comply with the warranties in Clauses 3.5 and 5 by the Supplier, its employees, agents or subcontractors; and
- 8.4.3 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.
- 8.5 The Supplier shall provide all facilities, assistance and advice required by the Customer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, this Contract.

9 TERMINATION

- 9.1 The Contract and/or any Purchase Order may be terminated at any time by the Customer serving on the Supplier at least thirty (30) days' prior written notice of termination and the Supplier shall forthwith cease work on the Contract and deliver all Goods (or parts thereof) available against the Contract in accordance with the Customer's instructions.
- 9.2 If the Customer terminates the Contract in accordance with Clause 9.1, the Customer shall pay for all Goods delivered and/or Services performed in accordance with this Contract up to the time of termination, which shall under no circumstances exceed the relevant Purchase Order value. Customer shall not be liable for any costs incurred by the Supplier after notice of termination is given.
- 9.3 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 9.3.1 the Supplier commits a material breach of any term of the Contract which breach is irremediable or if such breach is remediable fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 9.3.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose



of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

9.3.3 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.3.4 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy.

9.4 On termination of the Contract for whatever reason:

9.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding undisputed invoices and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable under the agreed payment terms;

9.4.2 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

9.4.3 termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11 ASSIGNMENT AND OTHER DEALINGS

The Supplier shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Customer's prior written consent.



12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 12.2 For the purposes of this Clause 12, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12 and are subject to professional or other obligations of confidentiality; or

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13 PUBLICITY

The Supplier shall not without the written consent of the Customer advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract and the Purchase Order or use the Customer's name in any format for any promotion.

14 ENTIRE AGREEMENT

14.1 The Contract 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.



14.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.

15 VARIATION

No purported alteration or variation of this Contract shall be effective unless it is in writing in the format specified by the Customer, refers specifically to this Contract and is signed by a duly authorised representative of each of the parties to this Contract.

16 WAIVER

The rights and remedies of either party in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other, nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Contract shall be in writing. The waiver by either party of any breach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

17 SEVERANCE

If any provision or part-provision of the Contract 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 17 shall not affect the validity and enforceability of the rest of the Contract.

18 NOTICES

18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or



18.1.2 sent by email to the address specified in the Purchase Order.

18.2 Any notice or communication shall be deemed to have been received:

18.2.1 if delivered by hand, on signature of a delivery receipt; and

18.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

18.2.3 if successfully received by email, at the time of receipt, or, if this time falls outside business hours in the place of receipt, when business hours resume.

18.3 This Clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 THIRD PARTY RIGHTS

A person who is not a party to this Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Contract.

20 LAW AND JURISDICTION

20.1 This Contract and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

20.3 Notwithstanding Clause 20.2, either party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Contract or infringement by the other party of its Intellectual Property Rights.



21 PERSONAL DATA PROCESSING

- 21.1 In accordance with the applicable personal data protection laws, the Customer shall act as Data Controller and the Supplier as Data Processor. The Supplier shall solely act on Customer's behalf as the Data Processor for the data processing described in the Data Processing Addendum ("DPA"), in accordance with this Contract and written instructions from Customer alone.
- 21.2 The DPA, which describes the Personal Data processing to be carried out for the purpose of Service provision (aim, duration, nature and purpose of data processing, type of personal data, categories of data subjects, etc.), forms an integral part of Customer's instructions to the Supplier.

22 CYBER SECURITY

- 22.1 The Supplier shall have established policies and processes for cyber security, including reporting of any cyber incidents affecting their business. Certain contracts may include specific flowdown clauses in relation to cyber security: where this is the case the Supplier is required to ensure and demonstrate full compliance with such clauses. For more information on cyber security, refer to www.cyberessentials.ncsc.gov.uk.
- 22.2 The Supplier shall hold as a minimum a Cyber Essentials or Cyber Essentials plus (HMG government standard) certification with NIST SP 800-171 (U.S government standard) required to allow access to Covered Defense Information (CDI - U.S Government definition).

23 ANTI-BRIBERY

- 23.1 The Supplier undertakes that it:
- 23.1.1 has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence");
- 23.1.2 has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010; and



23.1.3 is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

23.2 The Supplier agrees that it:

23.2.1 has in place, and shall maintain until termination or expiry of the Contract, adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, sub-contractor or agent or other third party working on behalf of the Supplier) (an "Associated Person") from committing a Bribery Offence; and

23.2.2 shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and

23.2.3 shall not do or permit anything to be done which would cause the Customer or any of the Customer's employees, subcontractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act 2010; and

23.2.4 shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Clause 23. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.