

UK VERSION
Pitney Bowes Purchase Order Terms and Conditions 2018

1. Definitions

“Buyer” shall mean the Pitney Bowes entity identified as “Bill to” in the Purchase Order;

“Buyer Group” means an entity that Controls, is Controlled by or is under common Control with the Buyer;

“Control,” “Controls” or “Controlled” means the ownership of more than fifty percent (50%) of an entity’s stock or other voting interest;

“Data Protection Legislation” means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Goods” shall mean the products, parts, software, processes and any deliverables that are delivered as part of Services, all as identified in the Purchase Order;

“Purchase Order” is the ordering document issued by Buyer to Seller to procure Goods or Services including any documents referring to or otherwise linked to such ordering document;

“Seller” shall mean the supplier to whom the Purchase Order is addressed;

“Services” shall mean the services as identified in the Purchase Order including any subscriptions services or software as a service.

2. Acceptance of these terms and conditions

(1) Unless otherwise provided herein, any written acknowledgement of the Purchase Order or commencement of performance pursuant to the Purchase Order constitutes acceptance of the Purchase Order and these terms and conditions by the Seller. Any Seller terms and conditions or other documents not listed in the Purchase Order shall not apply.

(2) Buyer reserves the right to modify or withdraw the Purchase Order at any time prior to its acceptance by the Seller.

(3) For the avoidance of doubt, where a separate written contract has been executed between Buyer and Seller in respect of the Goods or Services, the terms and conditions of such contract will apply to the exclusion of these terms and conditions.

3. Delivery

(1) Seller shall deliver the quantity of Goods and/or perform the Services by the date(s) as set out in a Purchase Order or as otherwise requested by Buyer.

(2) Unless it is otherwise provided herein, time shall be of the essence and Buyer reserves the right to (i) reject or cancel (without any liability) deliveries, which are (or will be) made after the designated dates, and (ii) purchase elsewhere and hold Seller accountable therefore. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer’s delivery schedule, except at Seller’s own risk.

(3) Goods shipped to Buyer in advance of schedule or in excess of the quantity stated in the Purchase Order may be returned to Seller at Seller’s expense, or may be held by Buyer with payment therefore deferred until after the scheduled date of delivery.



4. Prices, taxes and additional charges

(1) Prices stated in the Purchase Order shall be FCA unless specified otherwise. Additional charges shall be stated in the Purchase Order.

(2) Seller may not increase the price of ordered Goods without Buyer's prior written approval. Prices shall be in the currency local to Buyer's ship to address on the Purchase Order. If the price is omitted, the Goods and Services shall be billed at the price last quoted or paid, or the prevailing market price at time of shipment, for the Goods and Services, whichever is lower.

(3) Seller will provide Buyer with the Services for the fees described in the Purchase Order, which in the absence of provisions to the contrary, shall be fixed for the Services specified. If expressly stated as time and materials, fees shall be regarded as an estimate and shall be charged at a fixed hourly/daily rate. Seller agrees to notify Buyer if such an estimate is likely going to be exceeded. Any additional expenses need to be agreed in writing with Buyer in advance.

5. Packaging

A packing slip showing the Purchase Order number must accompany each shipment. Packages must bear Buyer's order number and show gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise agreed in writing. All packaging shall comply with all applicable federal, state, local and international laws, requirements and regulations.

6. Payment terms

(1) Unless otherwise specified in the Purchase Order, the amount invoiced by Seller for Goods or Services shall be payable by Buyer within, sixty (60) days if Buyer is based in the USA or Canada and within forty-five(45) days if Buyer is based in EMEA or APAC regions, of both Buyer's receipt of each invoice and delivery of Goods and/ or Services ("Due Date").

(2) If payment is not made by Buyer before the Due Date, Seller shall be entitled to charge Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2% per annum above Barclays plc base rate from time to time, until payment in full is made. Such interest may only be applied where Seller has given Buyer written notice of the overdue amount and Buyer has for thirty (30) days since such notice, failed to pay. For the avoidance of doubt, the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 are hereby excluded.

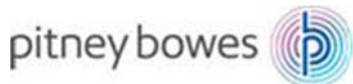
(3) All freight, taxes and insurance or other charges to be paid by Buyer shall be separately itemized on each invoice.

(4) To the fullest extent permitted by law, Buyer is entitled to set-off or withhold payments, especially in case of defects in any of the Goods or if the performance of Services fails to meet any agreed service levels or, if none are agreed, applicable industry standards.

7. Quality Control

(1) Goods shall be inspected by Seller prior to shipment. Buyer may also carry out an inspection within a reasonable time after delivery. The Buyer may reject all or any part of any shipment of Goods, which are damaged or upon inspection fail to meet specifications or other requirements set out in the Purchase Order or otherwise notified to Seller. Without limiting Buyer's other rights, Buyer reserves the right to have rejected Goods replaced by Seller as soon as reasonably possible or return the Goods for full credit, at invoice price. Seller shall bear all handling and transportation charges, and packing costs of rejected and of substituted Goods.

(2) In the event that any Seller personnel providing Services to Buyer is found to be unacceptable to Buyer at any time, Buyer shall notify Seller of such fact and Seller shall immediately remove such personnel and, if requested by Buyer, provide replacement personnel acceptable to Buyer, within five (5) days of such notice.



8. Warranty

(1) The Seller warrants all Goods delivered hereunder to be free from defect of material or workmanship and conform to the specifications and requirements set out in the Purchase Order or as otherwise agreed, drawings, performance criteria or samples specified or furnished.

(2) If nothing else is agreed in the Purchase Order, this warranty shall apply for (i) twelve (12) months from receipt (or acceptance, if longer) of the Goods, or (ii) if longer, any statutory warranty period, and shall apply to all defects or any other nonconformity, including hidden defects. Upon breach of this warranty, Buyer shall also have such rights as provided at law or (if applicable) in equity.

(3) Seller warrants to appoint qualified staff and perform any Services with all due skill and care and as set out in the Purchase Order or as otherwise agreed. Non-compliant Services shall be re-performed as soon as reasonably possible and any resulting deliverables shall be re-submitted to Buyer for acceptance.

9. Title, Risk, Waiver of Liens, Bankruptcy

(1) Clear, unrestricted, and unencumbered title to, and risk of loss for, the Goods shall pass to Buyer upon its receipt of the Goods at the designated delivery point. If a delivery point is not designated, the delivery point shall be the Buyer's ship to address on the Purchase Order.

(2) To the extent permitted by law, Seller waives all liens (statutory or otherwise) which Seller now has or may have hereafter as a result of supplying the Goods hereunder.

(3) In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then Buyer shall be entitled, in its sole discretion, to cancel any unfilled part of the Purchase Order, without any liability whatsoever.

10. Invoices

Seller's invoices shall quote the Buyer's Purchase Order number and be accompanied by a(n) (i) original bill of lading, (ii) express "shipper's collect receipt," or (iii) in case of prepaid shipments, original paid transportation bill. Each shipment must be covered by a separate invoice. Amounts due and owing on invoices shall be for the quantity of the Goods and Services accepted on the accompanying receipt documents, at the price set forth in the Purchase Order, unless modified by Buyer in writing.

11. Taxes

Buyer shall be responsible for the payment of all export, sales, use, property or other taxes levied on the Goods and Services rendered to Buyer under the Purchase Order, other than taxes imposed upon or measured by Seller's income. Except as may be otherwise provided for in the Purchase Order, the price stated on the Purchase Order shall include all such taxes.

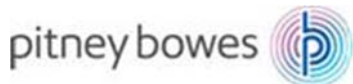
12. Buyer's Property

The Seller acknowledges that all information, data, reports, records and materials, including tools furnished or specifically paid for by the Buyer, (collectively, "Buyer's Property") (i) shall be and remain the property of the Buyer, (ii) shall be subject to removal at any time without additional cost upon demand by the Buyer, (iii) shall be used only in fulfilling the Purchase Order for the Buyer, (iv) shall be kept separate from other materials or tools, and (v) shall be clearly identified as the property of the Buyer. The Seller assumes all liability for loss or damage to Buyer's Property, with the exception of normal wear and tear.

13. Intellectual Property

If the Purchase Order is in whole or in part for the development for Buyer of any Goods or for the provision of any Service which may result in the creation of any intellectual property:

(1) Seller hereby conveys to Buyer and all other members of the Buyer Group all right, title and interest in and to all intellectual property (including, but not limited to, patents, trade secrets, trademarks, copyrights, mask works,



inventions, improvements, ideas, discoveries, software and other works of authorship, data, and knowhow) whether or not patentable or otherwise protectable, conceived, created, or first reduced to practice, in connection with work called for under the Purchase Order. At Buyer's request and expense, Seller and its employees and contractors shall execute all documents and perform all acts deemed by Buyer necessary or appropriate to perfect Buyer's and Buyer Group's title in such intellectual property, and to enable Buyer and/or any relevant members of the Buyer Group to apply for, obtain, own, maintain, and enforce any patent, trade secret, copyright, trademark and other forms of protection in such intellectual property. Buyer and all other members of the Buyer Group, in their sole discretion, may make changes of any nature whatsoever to such intellectual property. Seller will promptly disclose to Buyer and any relevant member of the Buyer Group in writing any intellectual property interests arising out of any Goods produced or Services rendered in connection with the Purchase Order.

(2) To the fullest extent permitted by law, all software and other works of authorship created by Seller or its subcontractors under the Purchase Order that are subject to copyright protection shall be, to the fullest extent permitted by law, a work made for hire and made in the course of the Services rendered under the Purchase Order. To the extent that title to any such works may not, by operation of law, vest in Buyer and all other members of the Buyer Group or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Buyer and all other members of the Buyer Group by Seller.

(3) Unless stated otherwise in the Purchase Order, Seller hereby grants to Buyer, all other members of the Buyer Group and third parties acting on their behalf a non-exclusive, perpetual, worldwide, royalty-free, irrevocable right and license (with right to sublicense) to utilize and modify any other intellectual property which is incorporated in or used in connection with any Goods or deliverables developed as part of Services and which is owned or controlled by Seller or any of its subcontractors.

(4) No license or right, either directly or by implication, is granted to Seller or its subcontractors or their respective employees to use any intellectual property of Buyer or any members of the Buyer Group, including, but not limited to, the use of Buyer's or Buyer Group's name or any of Buyer's or Buyer Group's trademarks, logos and designs (i) for any advertising, promotional or other purpose without the prior written permission of Buyer or the relevant member of the Buyer Group; or (ii) on any products not sold to Buyer or otherwise disposed to anyone other than Buyer.

14. Infringement of Intellectual Property Rights

(1) Seller warrants that the Goods and Services do not infringe any patent or violate any other intellectual property right.

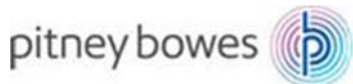
(2) Seller shall defend, at its own cost and expense, and hold Buyer and all other members of the Buyer Group, and their respective agents and customers, and the directors, officers, employees, agents and customers of each of them, harmless and shall fully indemnify the same for all costs, expenses and damages (including reasonable attorney's fees) arising out of any third party claims of infringement of any patent, copyright, trademark or other property right (including, but not limited to, misappropriation of trade secrets) based on any Goods, Services or the use thereof by Buyer Group.

(3) Seller agrees, should Buyer's use of any of the Goods or Services be enjoined by any court because such Goods or Services infringe a patent, copyright, trademark or other proprietary right held by a third party, to (at Seller's discretion) promptly (i) obtain, at no expense to Buyer, the right to continue to use the Goods or Services so enjoined without restriction; or (ii) at no expense to Buyer, provide Buyer promptly with replacement Goods or Services that are materially equivalent to the enjoined Goods or Services in terms of functionality and performance.

(4) The provisions of this section shall not apply with respect to infringement for Goods developed or Services performed when the infringement is the direct result of specific detailed development requirements imposed, in writing, on Seller by Buyer except when a third party's intellectual property is knowingly incorporated by Seller into the Goods without the prior written approval from Buyer.

15. Liability

(1) Except as otherwise provided herein, the maximum liability of Buyer arising in connection with the Purchase Order, or in connection with any one event or series of connected events including negligence, shall not exceed an amount equal to 110% of the invoices paid by Buyer under the Purchase Order.



(2) Except as otherwise provided herein, Buyer shall not be liable, whether arising out of any tortious act or omission (including negligence), any breach of contract or statutory duty or otherwise, for any:

- (i) loss of profit; or
- (ii) loss of goodwill; or
- (iii) loss of business; or
- (iv) loss of business opportunity; or
- (v) loss of anticipated savings; or
- (vi) loss or corruption of data or information; or
- (vii) any special, indirect or consequential damage or loss suffered by the other party of whatever nature and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of execution of the Purchase Order.

(3) Nothing in these terms and conditions is intended to limit or exclude Sellers liability for any breach of Section 24 (Data Protection) or either party's liability for (i) fraud (including fraudulent misrepresentation); (ii) death or personal injury resulting from negligence;(iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any other liability by law that cannot be excluded or limited.

(4) Seller agrees to indemnify and hold harmless Buyer and all other members of the Buyer Group, and their respective successors, assignees, employees, representatives, customers, and users of the Goods and Services against all loss or expense (including attorney's fees), resulting in injury to any person or damage to any property due to (i) any act or omission on Seller's part or on the part of Seller's employees, agents, or subcontractors; or (ii) a defect in the Goods, and caused directly or indirectly by Seller's act or omission in connection with the performance of its obligations hereunder, or caused by the manufacture or use of the Goods for their intended purpose.

(5) Losses and damages for which the Seller assumes responsibility and which shall be recoverable by the Buyer under these terms and conditions or by the relevant member of the Buyer Group (at the Buyer's option), including pursuant to any indemnity in these terms and conditions, include any loss or expense (including reasonable attorney's fees) suffered or incurred by another member of the Buyer Group.

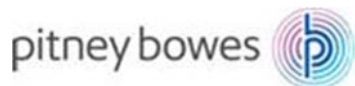
16. Force Majeure

Either party shall be excused from its obligations hereunder if it is unable to perform by reason of an unforeseeable occurrence beyond its reasonable control, including but not limited to, fires, floods, accidents, civil unrest, acts of God, war, governmental embargoes excluding however strikes, industrial disputes, unanticipated market shortages of labor, materials, or supplies. Notwithstanding the foregoing, obligations may only be excused if the party affected by such circumstance or event (i) gives the other party prompt written notice of such circumstance or event promptly after its occurrence; (ii) has fully complied with the terms and conditions of Section 27 (Business Continuity); and (iii) has used its best efforts to minimize the effect of such circumstance or event. The other party may terminate the Purchase Order at its option if such circumstance or condition shall continue for more than 30 days.

17. Confidential Information

(1) The Seller acknowledges that the Buyer and all other members of the Buyer Group are owners of valuable Confidential Information and licenses the same from others. The Seller will protect the confidentiality of the Buyer's and Buyer Group's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. "Confidential Information" shall mean (i) customer lists, existing agreements with vendors and business partners; (ii) pricing proposals, financial and other business information, data and plans; (iii) methods, know-how, processes, designs, products, computer software; (iv) research and development information; (v) Personal Data (see 24 of these terms and conditions) of the Buyer and other members of the Buyer Group; and (vi) any other information identified in writing as confidential or information that the Seller knew or reasonably should have considered to be confidential.

(2) Unless otherwise directed by the Buyer, the Seller agrees that it will not at any time, either during or after the term of this Purchase Order, (i) use Confidential Information for its own or a third party's purpose; (ii) disclose or permit to be disclosed to any person (other than contractors and third parties; provided that such contractors and third parties are bound by obligations of confidentiality substantially similar to the terms herein) any Confidential Information; or (iii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information. The Seller shall not disclose any information to the Buyer or any member



of the Buyer Group on a confidential basis or incorporate in any Goods any information that is considered confidential by the Seller or a third party.

(3) Confidential Information shall not include any information that the Seller can establish: (i) is or subsequently becomes publicly available through no act or omission of the Seller; (ii) was in the Seller's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to the Seller by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the Seller without the use or benefit of the Confidential Information. The Seller may disclose Confidential Information pursuant to court order or a valid subpoena or as required under any federal, state or local law, provided that the Seller promptly notifies the Buyer and provides the Buyer an opportunity to seek an appropriate protective order.

(4) Upon completion or termination of this Purchase Order, all Confidential Information shall promptly be returned to the Buyer upon written request.

18. Advertising

Seller shall not, without Buyer's prior written consent, in any manner advertise or publish the fact Seller has furnished, or contracted to furnish, to Buyer the Goods or Services, or that Buyer endorses Seller or its products.

19. Assignment and Subcontracting

Seller shall not assign or transfer its accounts receivable, or assign or subcontract the Purchase Order or any right or obligation hereunder, without Buyer's prior written consent. If Seller subcontracts its obligations under the Purchase Order, Seller shall enter into a written agreement with its subcontractor that imposes in all material respects the same obligations on the subcontractor that are imposed on Seller under the Purchase Order. Seller shall remain fully responsible for the performance of any subcontractor.

20. Entire Agreement

(1) The Purchase Order, these terms and conditions, and Seller's acceptance (as limited by paragraph 1) constitute the entire agreement regarding this transaction, and can only be modified by both parties in writing.

(2) Each party acknowledges that, in entering into this agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Purchase Order. Nothing in this clause is to be construed as limiting or excluding any liability for fraud.

21. Governing Law and jurisdiction

This Purchase Order shall be governed and interpreted under English law. Buyer and Seller agree and consent to the exclusive jurisdiction and venue of the English courts.

22. Compliance

(1) Goods and Services shall be provided in compliance with the applicable statutory requirements and industry standards including without limitation in respect of

- anti-bribery/ anti-corruption including the Bribery Act 2010 and the US Foreign Corrupt Practices Act
- health and safety at work and employment practises such as minimum wage (where applicable) and social security; and
- CE marking and necessary approvals and certificates for sale in the country where the Goods are delivered to.

(2) Seller and the Goods provided to Buyer pursuant to the Purchase Order shall comply with all applicable federal, state, local and international environmental, health and safety laws, requirements and regulations, including but not limited to: (i) the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (ROHS) (or the latest version thereof); (ii) the Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on Waste Electrical and Electronic Equipment (WEEE) (or the latest version thereof); and (iii) the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) (or the latest version thereof). Seller shall cooperate with Buyer in obtaining any and all required environmental approvals for the Goods in the relevant territory(ies), and



upon request shall provide Buyer (or governmental authority, if applicable) with information concerning Seller's operations or the Goods as may be required by law or Buyer's policies or standards. Seller and the Goods shall further comply with applicable Buyer engineering standards and any additional environmental specifications. For all Goods that require a safety data sheet, Seller will either itself, through its own Only Representative or by requiring that Seller's suppliers do so, make and keep up to date any registrations or notifications or listings of any substances that form part of the Goods where such registrations, notifications or listings are necessary in a jurisdiction where such Goods are marketed and/or sold. Seller agrees to assume, or require Seller's suppliers to assume, any and all obligations to conduct an alternatives assessment or analysis (AA) for any Goods containing a chemical substance that must undergo AA pursuant to a green chemistry initiative. Seller agrees to immediately notify Buyer of any changes to the Goods impacting Seller's obligations pursuant to this Section. Seller warrants that any materials returned to Seller by Buyer will be disposed of, recycled, recovered, or reclaimed and not landfilled, in accordance with all applicable international, federal, state, local and European Union environmental or extended producer responsibility laws and regulations of the country of material dispositioning. Seller will utilize Buyer approved vendors for disposal.

(3) Upon request of the Buyer, Seller shall cooperate with Buyer in complying with any approvals, notifications or registrations for the Goods in other territories identified by Buyer, and shall provide Buyer (or governmental authority, if applicable) with associated information concerning Seller's operations or the Goods.

(4) Seller shall comply with relevant Buyer policies notified to Seller including the Pitney Bowes Supplier Code of Conduct (published on <http://www.pitneybowes.com/us/our-company/corporate-responsibility/working-with-suppliers.html>).

(5) Seller's personnel shall comply with site rules applicable at the site where Services are to be performed or Goods delivered and which are communicated to Seller/ its personnel.

23. Import/Export

(1) Seller hereby commits to comply with all applicable import and export regulations, and certifies that it will obtain all necessary government approvals, licenses, permits, inspection certificates, customs clearances, or other documentation required by the laws of the originating country, the destination country, and any other country through which the Goods may transit. As part of this obligation, Seller agrees that all deliverables will be marked with their Country of Origin according to the standards set forth under U.S. Customs regulations, and that an accurate Harmonized Tariff Schedule Classification, Country of Origin, Export Control Classification Number and Valuation will be provided at the time the product is shipped to Buyer. Seller also agrees to provide a true and correct Certificate of Origin, according to the format prescribed by Buyer, for each product/at the time of shipment, and to provide Buyer with any additional information necessary to substantiate any claim or defense related to the Classification, Country of Origin, and Valuation of the deliverables, as discussed above. Seller agrees to indemnify and hold Buyer harmless with respect to any claim related to the correctness of the certifications provided by Seller. Finally, Seller agrees to not source any deliverables under this Purchase Order from Cuba, Iran, Sudan, Syria, and North Korea or from any other countries or individuals subject to general restriction under U.S. laws and regulations.

(2) Each Party hereby gives assurances to the other that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations, it will not export or otherwise disclose, directly or indirectly, any technology or software received from the other Party nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by the United States Government or to any foreign national that is prohibited by the United States Government.

24. Data Protection

(1) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 24 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

(2) The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the data controller and the Seller is the data processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).

(3) Without prejudice to the generality of Section 24 (1), the Seller shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Seller of its obligations under these terms and conditions:

(i) process that Personal Data only on the written instructions of the Buyer unless the Seller is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Seller to process Personal Data (“Applicable Data Processing Laws”). Where the Seller is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Seller shall promptly notify the Buyer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Seller from so notifying the Buyer;

(ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

(a) the Buyer or the Seller has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(c) the Seller complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) the Seller complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;

(e) assist the Buyer, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Buyer without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the Purchase Order unless required by Applicable Data Processing Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Section 24.

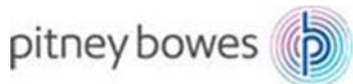
(4) The Buyer does not consent to the Seller appointing any third party processor of Personal Data under these terms and conditions.

(5) Buyer, at any time on not less than 30 days' notice, may revise this Section 24 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

(6) Seller agrees to indemnify and hold harmless Buyer and all other members of the Buyer Group, and their respective successors, assignees, employees, representatives, customers, and users of the Goods and Services against all loss or expense (including attorney's fees), resulting from any breach or failure of Seller to comply with this Section 24.

25. Status as a Contractor

If the Purchase Order is in whole or in part for the performance of Services, Seller acknowledges that:



(1) Seller, its employees and subcontractors are engaged as independent contractors, on a non-exclusive basis, and not as employees or authorized agents of Buyer and shall not represent themselves to be employees or authorized agents of Buyer. Further, neither Seller nor its employees or subcontractors shall have any authority to enter into any contracts or binding commitments in the name of or on behalf of Buyer.

(2) None of the benefits that are provided by Buyer to its employees (including, but not limited to salary, bonus or incentive pay programs, or plans pertaining to retirement, deferred savings, stock purchase, disability, medical or dental), if any, shall be available to Seller, its employees or its subcontractors. To the extent that Seller and its employees or subcontractors may become eligible for any benefit programs maintained by Buyer (regardless of the timing of or reason for eligibility), Seller hereby waives its right to participate in the programs.

(3) All employees or subcontractors used by Seller shall be deemed Seller's agents or employee(s) and such employee or subcontractor shall not be considered employees, agents, or subcontractors of Buyer for any purpose whatsoever. Seller assumes full responsibility for all actions of all such employees and subcontractors while performing under this Purchase Order. With respect to any such employees and subcontractors, Seller agrees to be liable for payment of their compensation and for any and all tax and other legal obligations, including, but not limited to, withholding and reporting of income and social security taxes, contributing to social security and unemployment taxes and the obtaining of customary levels of worker's compensation insurance and general liability insurance imposed with respect to such employees and subcontractors by applicable federal, state and/or local law and the collection, remittance and payment of any applicable sales, use or similar tax.

(4) Neither Seller nor its employees or subcontractors shall be covered under any insurance that Buyer may carry for its employees or business.

(5) Services shall be rendered by Seller in a timely and proper manner, provided, however, Seller shall perform such Services independently, rather than pursuant to the direction and control of any employee of Buyer. Seller shall be entitled to exercise such discretion and judgment in the provision of the Services as is appropriate to comply with Seller's status as an independent contractor including, without limitation, establishing schedules and work hours as well as controlling all other means and methods of performing Services under this Purchase Order.

26. Insurance

Seller shall, at its own expense, procure and maintain for itself, its employees and subcontractors any insurance coverage as may be required by applicable state, country or local law, including workers' compensation insurance. Seller shall also, at its own expense, procure and maintain in effect any required insurance coverage as specified in the Purchase Order or as published on Buyer's website. Seller shall upon request provide Buyer with copies of insurance certificates.

27. Business Continuity

(1) Seller acknowledges its performance under the Purchase Order will play a crucial role in Buyer's product supply and/or customer service commitment, and that Seller's business operations must be resilient and capable of withstanding the effects of disruptions in service.

(2) Seller represents and warrants that it has and updates a documented business continuity plan, which includes advance arrangements and procedures (i) to respond to an event or occurrence that could suspend, delay, inhibit or prevent Seller's providing Goods or Services to Buyer, (ii) to ensure that the delivery of Goods and the performance of Services continue with minimal disruption and (iii) to notify its customers including Buyer accordingly of any such event ("Continuity of Business Plan").

(3) Seller agrees to deliver a copy of its Continuity of Business Plan (which includes disaster recovery, an incident and crisis management process) upon Buyer's request.

(4) If Buyer becomes aware that Seller is not in compliance with its Continuity of Business Plan, Buyer will notify Seller; and, in each such case, Seller will use its best efforts to cure any such non-compliance as soon as practicable.

28. Rights of Third Parties

Unless specifically stated no person who is not a party to the Purchase Order has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these terms and conditions. Nothing in these terms and conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

29. TUPE

(1) The parties intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Regulations") shall not apply to this Purchase Order and accordingly they agree that no employee of the Seller, or an employee of a subcontractor of the Seller, shall transfer from the employment of the Seller, or subcontractor, into the employment of Buyer by virtue of the Regulations.

(2) The Seller shall indemnify Buyer and keep Buyer indemnified against all and any costs, expenses, liabilities, damages and losses arising out of any application of the Regulations and/or any claim, demand, action or proceeding which is made or brought against the Buyer at any time:

- (i) by a transferring employee in relation to or arising out of his or her employment (including, without limitation, any failure to comply with the Regulations and any dismissal or alleged dismissal of any such person by the Seller or Buyer, before or after a transfer); and/or
- (ii) by a trade union or any other body or person representing all or any of the transferring employees (including, without limitation, any failure to inform and/or consult appropriate representatives, whether under the Regulations or otherwise).

30. Severability

If any term or provision of this Purchase Order shall be held illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Purchase Order but the validity and enforceability of the remainder of this Purchase Order shall not be affected.

31. Variation

No modification, amendment, supplement to or waiver of this Purchase Order or any part of it shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

32. Waiver

A failure at any time to enforce any provision of this Purchase Order shall in no way affect the right at a later date to require complete performance of this Purchase Order, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

33. Survival

Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Purchase Order shall remain in full force and effect.