

**NTT DATA EMEA Ltd**

3<sup>rd</sup> Floor  
2 Royal Exchange  
London EC3V 3DG  
Tel: +44 (0)20 7220 9200  
Fax: +44 (0)20 7283 8944  
www.nttdata.com/emea

**TERMS AND CONDITIONS OF PURCHASE**

**NTT DATA EMEA Ltd. (“EMEA”)** Purchase Terms and Conditions (“**Contract**”) shall apply to the supply of all Goods and Services unless EMEA and the Seller have agreed in writing a contract for the supply of Goods and Services when the latter will take precedence. The Seller will supply and EMEA will take delivery of the Goods and/or Services listed on the face of the purchase order(s) upon and subject to the terms and conditions detailed below.

**SECTION 1 - GENERAL TERMS****1. Definitions**

“**Business Day**” means a day other than a Saturday, Sunday or bank holiday in England.

“**Buyer**” means EMEA as the purchaser of goods and/or services listed on the face of this document.

“**Buyer’s Goods**” any designs, equipment or goods supplied by the Buyer to the Seller.

“**Goods**” means the goods described in the Order.

“**Order**” means the order set out on the purchase order placed by the Buyer for the supply of the Goods and/or Services.

“**Period**” means the intended minimum duration of the Services specified on the Order.

“**Premises**” means the address where the Goods are to be delivered or Services performed.

“**Price**” means the sum of the prices of the Goods and/or Services listed on the face of the Order.

“**Seller**” means the person, firm, agency or company to whom the Order is addressed.

“**Services**” means the services to be performed under the Order

**2. Acceptance of Order**

2.1 Within 5 Business Days of the Order date or date of any Amendment thereto, the Buyer's acceptance forms signed by the Seller must be received by the Buyer otherwise the Buyer may withdraw the Order or Amendment without liability.

2.2 In the event that no acceptance is received by the Buyer it is hereby agreed by the Seller that the commencement of any work or the delivery of any Goods or the performance of any Services whichever shall be the earliest shall constitute acceptance by the Seller of the Order on the terms and conditions stated herein. The Contract (“Contract”) arising out of the Seller's acceptance of the Order shall be governed by these Terms and Conditions of Purchase alone and the Contract shall consist only of this document together with any Amendment thereto which may be subsequently agreed by the parties in writing.

2.3 The Buyer's acceptance of any Goods and/or Services is limited to the terms of the Buyer's Offer, or where such an Offer does not contain any terms of acceptance, by the Buyer's express written acceptance.

2.4 Time shall be of the essence in respect of the provision of the Services. If Seller fails to perform the Services by the applicable dates specified in the Purchase Order or Statement of Work, the Buyer may at its absolute discretion and without prejudice to its other rights or remedies under this Contract elect to terminate an Order with immediate effect by giving written notice to Seller; to refuse to accept any subsequent performance of the Services which Seller attempts to make; to recover from Seller any costs incurred by Buyer in obtaining substitute services from a third party or from completing the services itself; where Buyer has paid in advance for Services that have not been provided by Seller, to have such sums immediately refunded by Seller; and/or to claim damages for any additional costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's failure to meet such dates or comply with the warranties contained herein.

**3. Price and Payment**

The Price is fixed and is not subject to variation without the Buyer's prior written agreement. Unless otherwise specified, the Price is inclusive of Value Added Tax which will be charged at the rate ruling at the tax point. Invoice(s) shall be submitted upon delivery and payment shall become due upon acceptance of the Goods and/or Services or by the end of the calendar month following that in which the invoices are received by the Buyer, whichever is the later. All invoices must contain the Order number for payment to be processed and invoices for Goods must contain proof of delivery. The Buyer may reduce payment in respect of any Goods and/or Services

that the Seller has either failed to provide or in the Buyer's absolute opinion has provided inadequately, without prejudice to any other rights or remedies of the Buyer.

#### **4. Force Majeure**

In the event that either party is delayed in the performance of any of its obligations in connection with the Order due directly or indirectly to or consequent upon any cause which is reasonably beyond the control of the party so delayed including without limitation to the generality of the foregoing, an act of God, Government act, fire or natural disaster the party so delayed will as soon as reasonably possible provide written notice to the other outlining such cause and its effect, and use its best endeavours to comply with its obligations in connection with the Contract despite the intervention or occurrence of any such cause. If the delay continues for more than 5 Business Days then following written notification to the Seller the Buyer may terminate the Contract in accordance with Condition 12.2.

#### **5. Warranty**

5.1 If there shall appear in any Goods and/or Services within 12 months after acceptance thereof any defect due to faulty material, faulty workmanship or manufacturing process or faulty design or choice of materials or the quality of the Goods and/or Services is such that they do not conform to the Buyer's specification, design, requirements or other description or the Goods are not of merchantable quality and the same is notified to the Seller then the Seller shall at the option of the Buyer and without prejudice to the Buyer's other rights hereunder forthwith, and within 10 Business Days of receiving such notice or such other period as agreed to in writing between the Parties repair or replace the Goods or re-perform the Services so as to remedy the defect without cost to the Buyer.

5.2 The Seller warrants and represents to the Buyer that it will perform its obligations under the Contract to the best of its abilities and in a professional and timely manner in accordance with best standards and practices observed in the industry for similar services.

5.3 The Seller warrants and represents that it shall at all times in the delivery of Goods and/or Services to the Buyer use staff, consultants and sub-contractors with suitable training, education, experience and skill to perform the Services and in sufficient number to ensure that the Seller's obligations are fulfilled.

#### **6. Benchmarking**

On each annual anniversary of the contract commencement date, the Buyer may benchmark the Services against the open market. If such benchmarking indicates that the Buyer is paying more than market competitive pricing and/or receiving less than competitive service levels, the Seller has 20 Business Days to provide alternate benchmarking that substantiates its Price and service levels, or to adjust its Price and service levels to the Buyer's benchmark. If the Seller does not so act, the Buyer may at its absolute discretion and without prejudice to its other rights or remedies under this Contract elect to terminate the Contract with immediate effect by giving written notice to Seller.

#### **7. Statutory Requirements**

The Seller warrants that the design construction and quality of the Goods and/or Services to be supplied under the Order comply in all respects with all requirements of the Buyer, specified in any relevant British Standard, Statute, Statutory Rule or order or other instrument having the force of law which may be in force in the country in which the Goods are to be delivered and/or Services are to be performed by the Seller at the time when the same are supplied.

#### **8. Health and Safety**

The Seller undertakes that it has disclosed to the Buyer any information or requirement affecting the Buyer under the Health and Safety at Work Act 1974. The Goods supplied under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

#### **9. Intellectual Property Rights**

9.1 The Seller shall fully indemnify the Buyer against all legal liability, losses and costs of any kind arising out of any infringement or alleged infringement by the Buyer or any other person of any registered design, design right, copyright, trademark or trade name or other protected right in any country by the use, sale or other disposition of the Goods and/or Services.

9.2 All works inventions improvements and discoveries conceived or generated by the Seller or its personnel in the performance of the Contract and any documentation or computer programs including any copyright therein and any

right to apply for patents (“Property Rights”) shall automatically vest in and become the sole property of the Buyer. The Seller agrees that personnel performing the Services shall be its employees and that no title rights or interest whether legal or beneficial in any Property Rights will vest in the Seller’s employees. On completion or earlier termination of the Contract the Seller shall give to the Buyer all designs drawings data and information of whatsoever nature in its possession and shall whether during the Contract or thereafter at the request and cost of the Buyer complete or procure its employees to complete and sign any documents and do all acts and things necessary to vest the Property Rights in the Buyer throughout the world.

## 10. Assignment

10.1 The Seller shall not assign, sublet, sub-contract or otherwise transfer the performance, burden, benefit or advantage of the Contract or any part thereof without first obtaining the Buyer’s written consent to the proposed assignment and the proposed contractor, sub-contractor or agent.

10.2 Where such written consent is received and before any services are performed, the Seller shall impose confidentiality arrangements upon each contractor sub-contractor or agent, the terms of which are at least as strict as those imposed on the Seller under these Terms and Conditions of Purchase and Order terms.

10.3 The Seller shall be fully responsible and liable for all acts and omissions of its contractors, sub-contractors and agents.

10.4 Subject to clause 10.1 Seller shall provide in the relevant sub-contract the same provisions as set forth in clause 23.7 and 23.8 of this Contract. The Seller certifies also to have adopted adequate compliance measures to prevent any breach of the clause 23.7 and 23.8 by any subcontractors, whenever their engagement is permitted.

10.5 Subject to clause 10.1., Seller shall provide in the relevant sub-contract at least the same provision on Data Protection including provisions under clause 22 as set forth in this Contract.

## 11. Indemnity

11.1. The Seller shall indemnify the Buyer in respect of all direct or indirect damage or injury to any person or property and against all actions, suits, claims, demands, costs, charges, expenses or losses arising in connection with the Contract, to the extent that the same shall have been occasioned other than by the negligence of the Buyer, its servants or agents.

## 12. Breach and Termination

12.1 The Buyer may without prejudice to any other right or remedy to which it may be entitled to terminate the Contract for cause with immediate effects in the event that:

i) The Seller has: had a bankruptcy order made against him; has made an arrangement or composition with its creditors; has otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors; has suffered or allowed any execution whether legal or equitable to be levied on its property or obtained against it; (being a body corporate) has had convened a meeting of creditors (whether formal or informal); has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; has a receiver manager or administrator appointed of its undertaking or any part thereof; a resolution has been passed or a petition presented to any Court for the winding-up of the Seller; or any proceedings have been commenced relating to the insolvency or possible insolvency of the Seller; or

ii) The Seller is in breach of any of its obligations under the Contract, and without prejudice to any other right of termination which the Buyer may be entitled to under this Contract, the Seller fails to remedy its breach within 10 Business Days of the Buyer’s notice specifying the breach; or

iii) There is substantial movement in the price of the Goods and/or Services or of competitive goods or services; or

iv) The Seller breaches any applicable UK law, regulation, code or sanction, including but not limited to the Data Protection Legislation (defined below), Criminal Finances Act 2017, Bribery Act 2010 and the Modern Slavery Act 2015. The Seller warrants that it will notify the Buyer immediately upon becoming aware of any such actual or potential breach.

v) The Seller is in breach of the Exhibit A of the EMEA Global Code of Business Conduct (“**EMEA Code**”), whenever applicable, which is attached herewith as Attachment 1 and constitutes integral part of this Contract.

vi) In the event of breach by Seller of any provisions under EMEA Anti-Corruption Policy, which is available at the following link: <https://uk.nttdata.com/EMEA>.

vii) In the event the Seller is in breach of its obligations under EMEA Personal Data Breach Notification Policy, available at the following link: <https://uk.nttdata.com/EMEA>, or upon request to the Buyer Privacy Office at the following email address: [privacy.office\\_emea@nttdata.com](mailto:privacy.office_emea@nttdata.com); and

viii) in any other case in which the Seller is in breach of the clauses 27.7 and 23.8 of this Contract.

12.2 The Buyer reserves the right to terminate for any reason the Contract at any time by giving 10 Business Days written notice to the Seller whereupon the Seller shall immediately stop all work under the said Contract and take such other reasonable action as may be necessary to reduce the termination cost due to the Seller hereunder. In the event of such termination the Seller shall be entitled to reimbursement of the reasonable costs incurred for the work done, received and paid for by the Seller in and for the performance of the said Contract prior to the day of termination which may be properly allocated under recognised accounting practices. In no event will the reimbursement exceed the Price. Upon payment of such reimbursement the Seller shall deliver to the Buyer such of the Goods and/or Services completed, work-in-progress and other materials, costs of which have been included in such reimbursement. The provision herein for reimbursement to the Seller shall not apply if the Contract is terminated by the Buyer pursuant to the default of the Seller and only applies insofar as invoiced amounts are not queried by the Buyer.

12.3 If the Buyer elects not to exercise its rights of termination, it may elect at its absolute discretion to (i) withhold payment for any incorrectly supplied Products or Services and/or (ii) terminate the applicable Service, Contract or Statement of Work inasmuch as it relates to the incorrectly supplied Products or Services and provided that it receives reasonable liquidated damages or service credits as compensation for such breach.

12.4 If the Buyer elects to exercise its right to terminate under this Contract, the Buyer may at its absolute discretion and without incurring any liability to the Seller elect to step-in and complete any outstanding works in place of the Seller, and the Seller shall be liable to the Buyer for the reasonable costs of such completion.

### **13. Time**

The Seller shall deliver the Goods and perform the Services during the Buyer's normal working hours on the date specified in the Order. In the event the Goods or any item thereof are not delivered or Services not performed by the date specified in the Order or any such later date as agreed in writing between the Buyer and Seller, or that the Goods or Services are defective, the Buyer shall, without prejudice to any other remedy to which it may be entitled have the right to immediately terminate the Order in respect of the Goods or Services remaining undelivered or to be performed and: (i) return to the Seller at the Seller's risk and expense any of the Goods which may have been delivered or Services performed but which cannot be effectively and commercially used by the Buyer by reason of such non-delivery or non-performance, and the Seller shall incur by the Buyer in remedying the defective Goods or Services, or obtaining other Goods or Services in replacement for those in respect of which the said Contract has been determined.

### **14. Confidentiality**

14.1 The Order and all information software, trade or business secrets disclosed to or obtained by the Seller in connection therewith shall be treated by the Seller as confidential and shall not without the prior written consent of the Buyer be divulged to any person other than those to whom such information is necessary to enable the Seller to fulfil the Order and the Seller shall procure that the persons to whom such information is divulged shall themselves observe the requirements of this Condition. Information that shall remain confidential includes all information obtained or provided to the Seller from the Buyer or a third party in any way connected with the Good, Services or Contract, all technical information, know-how, drawings, designs, specifications and other information disclosed to the Seller as aforesaid are subject to the copyright of the Buyer and shall be utilised by the Seller for the purpose of the said Contract only.

14.2 Notwithstanding the content of the Order and the fact that data that you provide will be held in our systems, which are located on our Premises or those of an appointed third party, the Buyer may also allow access to the information to other third parties who act for us. It is possible that the Seller's data may be processed outside of the European Economic Area.

### **15. Advertising**

The Seller shall not make use of the Buyer's name or any information contained in or in connection with the Order for publicity purposes without the prior written consent of the Buyer.

### **16. Official Secrets Act**

In the event that the Buyer shall be bound by the Official Secrets Act by virtue of a contract with one of its customers which contract is in any way whatsoever connected with the Goods or Services then the Seller shall be bound also by the said Act with equal force and effect as the Buyer. The Buyer shall state in the Order if the Official Secrets Act is to apply.

**17. Inspection**

The Buyer reserves the right at reasonable times to inspect or test the Goods or Services during development, or testing or at any stage before delivery and the Seller shall give rights of access to its premises and such facilities as the Buyer may reasonably require for such inspection or testing.

**18. The Buyer's Goods**

18.1 The property in the Buyer's Goods shall remain in the Buyer who may retake possession thereof at any time without notice. The Seller shall keep the Buyer's Goods separate and apart from all property of other persons and shall clearly mark the Buyer's Goods as the property of the Buyer.

18.2 The Seller hereby agrees to indemnify the Buyer against loss of or damage to the Buyer's Goods during the time they are in the Seller's possession, custody or control. During such time the Seller shall adequately insure the Buyer's Goods in the name of and for the benefit of the Buyer at the Seller's expense with a reputable insurance company against loss or damage arising from any cause whatsoever and shall produce to the Buyer on demand the policies of such insurance and the receipts of the premiums paid thereon.

18.3 The Seller hereby waives any lien it might otherwise have (whether at the date thereof or subsequently) on any of the Buyer's Goods for work done thereon or otherwise but this Clause shall not be construed as a waiver of any other right of recovery of any charges that may be due to the Seller for such work.

18.4 The Seller shall promptly pay the Buyer on demand the full replacement value of any of the Buyer's Goods which are not returned or satisfactorily accounted for.

**19. Guarantee and Third Party Rights**

19.1 The Seller consents to the Buyer transferring any guarantee or similar rights given by the Seller to the Buyer in relation to the Goods or Services supplied to any other person or company to whom the Buyer sells hires or disposes of such Goods or Services to the extent that such guarantee or similar right may be enforced against the Seller not only by the Buyer but also by any person or company claiming through the Buyer.

19.2 Save as specified in clause 19.1, the Buyer and Seller do not intend any term of the Contract to be enforceable by any party other than the Buyer and Seller.

**20. Notices**

Any notices sent under the Contract shall be sent by registered or similar post (or e-mail if mutually agreed) to the address of the recipient party as per the Order, or to such other address as such party may have notified to the other for this purpose. Any such notice shall be deemed to have been received on the next Business Day after posting. All such notices shall be in English.

**21. Freedom of Information Act**

The Seller acknowledges that the Buyer may be subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and shall assist and cooperate with the Buyer, at the Seller's expense, to enable the Buyer to comply with any information disclosure requirements. The Buyer shall be responsible for determining, at its absolute discretion whether any information is to be disclosed in response to a request for information under section 8 of the FOIA.

**22. Data Protection and ISMS**

22.1 For the purposes of this clause, Data Controller, Data Processor, Data Subject, Personal Data and Processing shall have the same meanings as in the Data Protection Act 2018 and in the EU General Data Protection Regulations (Regulation (EU) 2016/679) ("GDPR"). Data Protection Legislation means the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of Personal Data and privacy, including GDPR.

22.2 The Seller's acknowledges its Data Protection Legislation obligations, and shall at all times comply with the requirements contained therein. The Seller shall process the Personal Data only on behalf of the Buyer and its affiliate companies, in accordance with Data Protection Legislation only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or received from the Buyer from time to time, shall cause its employees are adequately trained in processing Personal Data; and not do or permit anything to be done which might cause the Buyer (or any Buyer affiliates) in any way to be in breach of Data Protection Legislation.

22.3 The Seller shall obtain the Buyer's written approval prior to copying, modifying or amending the Personal Data, or transferring the Personal Data to any subcontractors or processing or otherwise transferring any Personal

Data obtained from or regarding Buyer or its affiliates or clients outside of the European Economic Area or any other country approved by the EU Commission as providing an adequate level of data protection within the meaning of and in compliance with Data Protection Legislation, including articles 44 and seq. of GDPR.

22.4 The Seller shall defend, indemnify, keep indemnified and hold harmless Buyer and its affiliates, their respective officers, directors and employees, in full and on demand against all losses, liability, damages, costs and all expenses, including reasonable legal and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging a breach by the Seller, its affiliates, sub-contractors or personnel of Data Protection Legislation or this clause.

22.5 The Seller shall take all measures necessary to ensure its full and timely compliance with all of the obligations of a Data Processor under (A) the Data Protection Legislation, including those obligations governing record keeping, pseudonymisation, encryption, data security, appointment of a data protection officer and data portability, and (B) the EMEA Personal Data Breach Notification Policy, available at the following link <https://uk.nttdata.com/EMEA>, or upon request to the Buyer Privacy Office at the following email address: [privacy.office\\_emea@nttdata.com](mailto:privacy.office_emea@nttdata.com). The Seller shall keep all Personal Data and derivatives thereof separate from all other data and documentation of the Seller.

22.6 Without prejudice to any of its obligations under this Contract, the Seller shall provide such co-operation as the Buyer reasonably considers being necessary to enable the Buyer to verify the Seller's compliance with this clause from time to time. Such co-operation may include:

(i) Providing information about their processing activities and submitting its data processing facilities for audit from time to time to be carried out by the Buyer, the Data Controller or an inspection body composed of independent members, in possession of the required qualifications and bound by a duty of confidence;

(ii) Providing the Buyer with full co-operation and timely assistance in relation to any subject access request or other complaint or request made in respect of any Personal Data;

(iii) Promptly complying with any request from the Buyer to amend, transfer or delete Personal Data and provide promptly any data required by the Buyer (and any Buyer affiliates) for any reason whatsoever (including without limitation for the purposes of providing such data to, or assisting law enforcement agencies);

(iv) Immediately on becoming aware (and in any case within 24 hours after having becoming aware), notify the Buyer in writing of any actual or suspected unauthorised access or processing of Personal Data. Such notice shall include reasonable details of the actual or threatened breach, identify the Personal Data concerned, and describe of the likely consequences of the Personal Data breach and the measures taken by the Seller to mitigate its possible adverse effects;

(v) Immediately on becoming aware (and in any case within 24 hours after having becoming aware), notify the Buyer in writing of any complaint, notice or communication which relates to the processing of Personal Data or to a Party's compliance with Data Protection Legislation under this Agreement, and provide the Buyer full cooperation in relation to such complaint, notice or communication;

(vi) Immediately on becoming aware (and in any case within 24 hours after having becoming aware), notify the Buyer by telephone and email if any Personal Data (regardless of its size and scope) is (or is suspected to be) lost or destroyed or becomes damaged, corrupted, unusable or put at risk of unauthorised disclosure. The Seller shall restore such Personal Data at its own expense;

Procure that each of the subcontractors shall, comply at all times with the Data Protection Legislation and shall not perform their obligations under this Agreement in such a way as to cause a Party to breach any of its obligations under the Data Protection Legislation;

(vii) in the event of a Personal Data Breach the Seller shall provide full support and assistance in the case, but not limited to, the Buyer may decide to invite a Seller representative in the "Personal Data breach Meeting". For the purpose of this Contract the "Personal Data Breach Meeting" is the meeting convened by Buyer in order to collect more details with regard to the Personal Data breach and to decide the actions to be taken to remedy the Personal Data Breach and to mitigate any negative effects as better specified in the EMEA Personal Data Breach Notification Policy.

(viii) Subject to the requirements of any applicable Exit Management Plan, cease Processing the Personal Data immediately upon the termination or expiry of this Agreement or, if sooner, the element of the Contractual Obligations to which it relates and as soon as possible thereafter, at the Buyer's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Seller shall confirm in writing that this clause has been complied with in full.

22.7 Without prejudice to any other provision of this Agreement, the Buyer may request a detailed written description of the technical and organisational methods employed by the Seller and its sub-contractors for the Processing of Personal Data. Within ten (10) days of receipt by such written request, the Seller shall deliver a

written report to the Buyer in sufficient detail that the Buyer can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the provisions of this Agreement.

### **23. General**

23.1 No variation to the Contract shall be effective unless and until agreed in writing by an authorised signatory of the Buyer.

23.2 The headings contained in the Contract and the Terms and Conditions of Purchase are for ease of reference only and shall not affect the interpretation or construction of its terms and conditions.

23.3 Any waiver by either party of a clause or sub-clause or paragraph of the Contract shall not prevent such clause or sub-clause or paragraph from being valid and enforceable in all other instances.

23.4 The invalidity or unenforceability for any reason of any clause, sub-clause or paragraph of the Contract or any part thereof shall not prejudice or affect the validity or enforceability of the remainder.

23.5 The provisions of Conditions 1, 5, 7, 9, 11, 14, 16, 18, 19, 21, 22, 23 and 24 shall survive and continue to have effect after termination for any reason whatsoever of the Contract.

23.6 During the Contract and for a period of 12 months commencing on the date of termination the Seller shall not without the prior written consent of the Buyer directly or indirectly employ any personnel then employed by the Buyer, its affiliates or its clients or previously employed by the Buyer, its affiliates or its clients within the preceding 12 months with whom the Seller had dealings until those personnel have terminated such employment by a period of not less than 12 months.

23.7 ("**Anti-Bribery Clause**"): The Seller shall (and will procure that its employees, workers and contractors shall) strictly comply in all respects with applicable laws, rules, regulations and standards, including without limitation:

(i) All applicable statutes, laws, regulations and codes of practice on anti-corruption, anti-tax evasion and anti-money laundering (collectively referred as "**Anti-Bribery Acts**");

(ii) Applicable health and safety policy (whilst on Buyer or Buyer Client site); and

(iii) A restriction not to disclose any confidential information of the Buyer, its affiliates, its suppliers and/or its Clients (direct or indirect), which they may acquire during the course of the Assignment,

(iv) the applicable provisions of the EMEA Code, including without limitation the Exhibit A of the EMEA Code "Suppliers and Agents minimum standards of conduct), whenever applicable, attached herewith as Attachment 1;

(v) the EMEA Anti-Corruption Policy, available, available at the following link: <https://uk.nttdata.com/EMEA> ;

(vi) the purchase procedures according with the Buyer policies.

The Seller shall indemnify the Buyer from any claims or losses awarded against or incurred by the Buyer as a result of or in connection with the Seller's breach of this clause 23.7.

(vii) Report promptly to the Buyer any potential or effective breach of the Anti-Bribery clause,

(viii) Not promise, nor offer nor grant any undue financial or other advantage which may violate this Anti-Bribery Clause.

23.8 The Seller shall have in place and maintain throughout the term of the Order its own anti-bribery, anti-corruption, as well as policies and procedures relating to accounting for financial transactions training personnel and third parties due diligence, supply chain transparency and anti-modern slavery policies (for example commitment of top-level management, risk assessment, anti-bribery and anti-corruption guidelines, modern slavery and supply chain transparency guidelines and online reporting requirements, anti-human trafficking and anti-child labour policies and certification procedures, communication and training, due diligence procedures, monitoring and review measures etc.) to ensure global compliance with (A) all applicable UK laws, regulations, codes and sanctions relating to , anti-bribery, anti-corruption, modern slavery, criminal finances and supply chain transparency, and (B) with the Exhibit A of the EMEA Code and the EMEA Anti-Corruption Policy, whenever applicable, and to monitor and enforce them wherever and whenever appropriate. The Seller shall observe its policies in particular within the business relationship with the Buyer and the Seller shall provide to the Buyer its relevant policies upon Buyer request. Breach of this clause by Seller or a sub-contractor or agent of Seller shall be deemed a material breach of the Order entitling the Buyer to immediately terminate the Order. In such an event the Seller shall be liable to the Buyer for damages, losses, liabilities and expenses (including but not limited to legal costs) actually incurred or suffered by, or awarded against the Buyer and occasioned by or arising out of any breach of this Clause by the Seller, its Personnel or its associated persons acting under or in connection with Order.

23.9 The Seller agrees to administer all of its accounts with the Buyer on a net settlement basis, so that the Buyer or its affiliates may set off and recoup debits and credits, including reasonable legal fees and costs of enforcement, against any of the Seller's accounts regardless of the basis for such debits or credits.

23.10 The Buyer and Seller will act in good faith and use all reasonable endeavours to resolve any disputes or claims that may arise in connection with an Order or this Contract.

23.11 All documentation provided to the Buyer (including testing and delivery documentation) shall be based on the Buyer's standard formats.

23.12 The Seller shall ensure that nothing is done by its employees, officers, servants, or invitees which contaminates, corrupts, impairs or adversely affects, and that no malware, invasive programs, "computer viruses" or "logic bombs" are introduced onto, the computers, computer systems or computer software owned or used by the Buyer, its affiliates and/or its clients (or any data on those computers or computer systems).

23.13 The Buyer shall have the right to carry out audit, to examine and to make copies of all records relating to the Contract, including accounting, contractual and financial records and internal policies procedures ("Audit Rights"). The Seller must retain all records and accounts for the entire duration of the Contract and for further years following the Contract termination, according with local applicable tax laws. The Audit Rights shall be included in any contract that the Seller signs with its subcontractors within the framework and term of the Contract.

23.14 Notwithstanding anything contrary in this Contract, Seller shall not engage any subcontractor(s) to provide the Goods and/or Services unless with the prior explicit and written approval by Buyer.

## **24. Law**

The Contract shall in all respects be subject to and interpreted in accordance with the Laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

## **SECTION 2 - PURCHASE OF GOODS**

The following conditions will apply in addition to Section 1 - General Terms in respect of the purchase of Goods.

### **1. Quality and Description**

1.1 The Goods shall be of sound workmanship and materials and shall conform as to quality, quantity and description specified in the Order, the Buyer's specification and shall be fit for purpose and meet the stated objectives and business needs of the Buyer or a third party and in default thereof and without prejudice to any other rights of the Buyer the Buyer reserves the right to reject the Goods and terminate the Contract.

1.2 The Buyer reserves the right to amend the Order including changes in the specification quantities time or place of delivery at which event any resultant variation in Price or in the date specified for delivery shall be an equitable adjustment and be by mutual written agreement prior to the Seller proceeding with such change.

1.3 In the absence of any quality standards being quoted on the face of this document which will take precedence over the quality standards referenced below, Goods to be delivered/Services performed and controlled in accordance with the all relevant quality standards (where applicable) for example by way of guidance ISO 9001, ISO 20000, ISO 27001 and ISO 14001.

1.4 The Goods will be inspected by the Buyer within a reasonable period of time after delivery and shall be subject to the Buyer's right of rejection at any time within 12 months of delivery. The Goods or any item thereof so rejected shall be returned to the Seller at the Seller's risk and cost and if returned for repair or correction or replacement at the Buyer's option the same shall be done at the risk and expense of the Seller.

1.5 The Seller will allow inspection at its premises by Buyer or third party inspectors when and as required.

1.6 Goods supplied under the Order shall be inspected by the Seller prior to despatch and if requested a certificate of conformity with all specifications referenced on the Order shall be provided to the Buyer.

1.7 Acceptance of Goods by the Buyer shall be subject to satisfactory installation and conduct of commissioning tests either by the Buyer or a third party. These tests are to be defined by the Buyer prior to installation.

### **2. Delivery**

2.1 The Goods shall be properly packed, secured and delivered to the Buyer by suitable transport and at the Seller's expense to the place specified in the Order or as subsequently agreed. All packages shall be marked with the delivery address stated in the Order, Order number and the Seller's name. Unless otherwise specified in the Order all packaging shall be considered non-returnable and its costs included in the Price. It is the responsibility of the Seller to ensure transport so utilised is of adequate size and construction to enable the Goods to be properly unloaded by the Seller, or its agents at the Buyer's designated receiving point.

2.2 Prior to the delivery of any Goods to the Buyer, an advice note containing reference to the Order number, description of the Goods, number of packages, method of transport and route, must be provided to the Buyer. A second copy must accompany the Goods and a further copy be given to the carrier if engaged by the Seller.

2.3 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due for delivery the Seller shall store the Goods, safeguard them and take all reasonable steps to prevent deterioration



until their actual delivery. The Buyer shall be liable to the Seller for reasonable costs (including insurance) for its doing so except where the attempted delivery was not at the agreed time. The Seller will without delay, repair or replace free of charge, Goods damaged or lost in transit provided that where reasonably practicable the Buyer shall give the Seller written notification of such damage or loss within such time as will enable the Seller to comply with its carrier's conditions of carriage affecting loss or damage in transit if such time has been previously notified to the Buyer in writing, or where delivery is made by the Seller's own transport, within a reasonable time.

### **3. Title**

3.1 Subject to Clause 3.2 title to and all risk of loss of or damage to the Goods shall pass to the Buyer when delivered to and accepted by the Buyer in accordance with the agreed acceptance criteria.

3.2 Where the Buyer has made payment in advance of delivery of any Goods which the Seller has i) acquired or subsequently acquires specifically for the Buyer; or ii) appropriated or subsequently appropriates to the Contract, title in such Goods shall pass to the Buyer upon payment or, if later, as soon as such Goods are acquired specifically for the Buyer or are appropriated to the Contract. Notwithstanding the above, risk in such Goods shall not pass to the Buyer until the Goods are delivered to and accepted by the Buyer in accordance with the agreed acceptance criteria.

### **4. Early Delivery**

Goods delivered earlier than the date specified in the Order, without the prior written consent of the Buyer, may be rejected at the Buyer's absolute discretion.

## **SECTION 3 – PURCHASE OF SERVICES**

The following conditions will apply in addition to Section 1 - General Terms in respect of the purchase of Services.

### **1. The Seller's Obligations**

1.1 The Seller shall provide the Services as defined by and under the direction of the Buyer as specified in and for the Period of time stated in the Order hereto.

1.2 The Seller will liaise with the Buyer or a third party designated in writing by the Buyer regarding the progress of the Services being carried out, and will provide advice and guidance to relevant staff thereof.

1.3 The Seller shall act for or support the Buyer if required by the Buyer to do so in technical discussions.

1.4 The Seller shall provide as may be requested by the Buyer from time to time 'fixed price' or 'time and materials' quotations for additional tasks that may be required to be carried out in connection with the Services these will specify: additional costs, completion time-scales, any associated problems and quotation validity. Such quotations if accepted by the Buyer will be incorporated herein by means of the issue by the Buyer of an amendment to the Order.

### **2. Performance**

2.1 The Services shall be supplied in accordance with the requirements of the Contract and shall meet agreed acceptance criteria to the satisfaction of the Buyer, its authorised representative or a third party.

2.2 The Buyer will specify in conjunction with the Seller a procedure for the acceptance of the Services which may include but may not be limited to passing the agreed performance and functional tests and the provision of adequate documentation.

2.3 When formal progress reports are specified in the Order hereto the Seller shall render such reports in a form and at times to be agreed or as may be specified in the said Order.

### **3. Payment**

The Buyer will be invoiced by the Seller for the Services in accordance with the Price referred to in the Order at the end of each calendar month provided that if the Period for which the Services are used by the Buyer shall be less than 1 month, the Buyer will be invoiced at the termination of the period of such Services and in either case payment shall be made by the Buyer to the Seller, by the end of the month following that in which Services are received by the Buyer.

### **4. Termination**

4.1 A 4 week probationary period will apply commencing on the first day of each Period. During the probationary period, the Buyer may notify the Seller and request a suitable replacement of personnel in the event that the

personnel performing the Services is for any reason not satisfactory to the Buyer or a third party. In the event that the Seller is unable (in the Buyer's absolute opinion) to provide a suitable replacement or replacements of personnel then the Buyer may terminate the Contract forthwith and shall not be liable for any claims hereunder other than paying pro rata for the days for which the Services were provided.

4.2 In the event that the Services are provided to a client of the Buyer ("Client"), and the Client terminates its contract with Buyer, or requests termination of the Services, Buyer shall be entitled to terminate this Contract on the same date. In such event, Buyer's only liability to Seller shall be payment of fees for Services actually performed prior to termination.

## **5. Holidays and Absences**

The Seller or the person himself if different will provide the Buyer with 4 weeks' notice of any planned absence from the Premises by any personnel and shall notify absences from the assignment due to accidents, sickness and unforeseeable circumstances to the Buyer's contact (as previously advised) as soon as reasonably practicable. Prices for supply of the Services will not be payable in respect of any period during which the Services are not provided.

## **6. Timesheet**

Where the Services are supplied on a charge per hour/day/week basis an authorised signatory of the Buyer shall on the last day of each week sign the Buyer's timesheet showing the number of hours and days worked.

## **7. Discipline**

The Seller shall ensure its personnel shall obey all reasonable and lawful directions of the Buyer or a Third Party and observe all applicable disciplinary rules and regulations of the Buyer or a third party whilst engaged on the Buyer's or a Third Party's premises such as may be required by these Terms and Conditions, and in the event of a serious or persistent breaches of such rules and regulations the Buyer shall be entitled to terminate the Services provided under these Terms and Conditions forthwith.

## **8. The Term**

The Services provided under the Contract shall begin on the commencement date shown on the Order and extend for the Period specified in the Order. The Contract may be extended by the Buyer giving seven (7) days written notice to the Seller of any extension whereupon the revised charge to be paid for the Services will be agreed between the Buyer and the Seller.

## **9. Replacement**

In the event that the Seller cannot supply the same personnel to provide the Services throughout the term of the Contract then the Seller may replace the personnel, subject to the Buyer's prior written agreement, Clause 4 of this Section 3, and provided that the Seller uses its best endeavours to replace the personnel with personnel of similar ability and experience.

## **10. Additional Expenses**

The Buyer shall repay to the Seller the reasonable cost of any travel accommodation and subsistence expenses reasonably incurred by the Seller's personnel as a result of the performance of the Services away from the Premises provided that the Buyer shall agree the amount of such expense in advance and in writing and such expense shall be in line with the Buyer's or a Third Party's policy towards its own employees of a similar technical standard provided further that on request such personnel shall provide the Buyer with evidence of actual payment of such expenses that the Buyer may reasonably require.

## **11. Non-Compete**

11.1 For a period of 6 (six) months after termination of this Contract, the Seller shall not, directly or indirectly, employ, solicit or offer employment to any employee of the Buyer (or an Affiliate company of the Buyer) who is or was employed or involved in the supply of Goods or Services to Buyer. Nothing in this Agreement shall prohibit any genuine offer of employment when made in response to a published announcement made in any public media. In the event of the Seller breaching this provision the Seller shall pay to the Buyer an amount equal to fifty per cent (50%) of the first year's remuneration of the person concerned.

11.2 For a period of six (6) months after termination of this Contract, the Seller shall procure that its employees, agents and consultants involved in the provision of Services shall not, in any capacity provide services the same or

similar to the Services whether directly or indirectly to the Client (“Prohibited Transfer”). All approaches shall be made via the Buyer. On the occurrence of a Prohibited Transfer, the Seller shall pay to the Buyer an amount equal to one (1) month’s remuneration of the individual concerned.

**12. General**

- 12.1 The Seller shall be responsible for the accuracy of all information relating to the Seller and its personnel.
- 12.2 The Seller's personnel shall perform the Services identified in the Order with good, skill, care and judgement and to the best of their abilities.
- 12.3 The Seller takes full responsibility for the payment of National Insurance contributions and Income Tax liabilities on behalf of the Seller and its personnel and the Seller hereby indemnifies the Buyer in respect of any claim that may be made by the relevant authorities against the Buyer in respect of Income Tax or National Insurance contributions relating to the Services.

Version: V2 – September 1 2019

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**Attachment 1  
EXHIBIT “A” of the NTT DATA EMEA Ltd. Global Code of Business Conduct**

**SUPPLIERS AND AGENTS MINIMUM STANDARDS OF CONDUCT**

- 1. Compliance with applicable laws**
  - Suppliers must observe all laws, regulations and licensing requirements as applicable.
  - Suppliers will provide a safe and secure working environment.
- 2. Zero Tolerance on Bribery (however disguised) including facilitating payments, Money Laundering and/or Tax Evasion**
  - Suppliers must not carry out nor tolerate illegal business activities, such as promising, giving or accepting a bribe and / or facilitating payment in any form, whether direct, indirect or concealed).
  - Suppliers must not give or receive any financial or other advantage, directly or indirectly, with the intention of inducing or rewarding the improper performance of a business or public function anywhere in the world.
  - Practices which may help (or contribute to) money laundering, tax evasion activities or similar unlawful practices will not, in any case, be tolerated by NTT DATA and are strictly forbidden to Suppliers.
  - Suppliers must not give, offer or promise a gift of any value to a person or organization where it could reasonably be interpreted that the purpose of the gift was to induce improper performance or to obtain or retain business, or an advantage in the conduct of business for NTT DATA.
- 3. Termination for cause**
  - Any breach by a Supplier of their Anti-Bribery covenant will lead to immediate termination of a contract with NTT DATA and of the continuing business relationship.
- 4. No Gifts to Public Officers nor to Auditing Bodies**
  - Supplier must not give, offer or promise any kind of gift or any other financial advantage to any Public Officer or Auditor, whether internal or external, or to any relatives or any close friends of such Public Officer or Auditor in order to influence the improper performance of their duties or decisions. In this case, the Company and its Employees shall not engage or continue in any business relationship with any suppliers or agents not compliant with the above obligations.
- 5. The Government contracts and relationships**
  - Suppliers may not create false or misleading documents or accounting, financial or electronic records for the purpose of being awarded a Public Tender or Public Funds or obtaining an advantage in a procurement process of any kind.