

THIS AGREEMENT is made on the ____ day of _____ 2017

BETWEEN:

- (1) **DELOITTE LLP** a limited liability partnership registered in England and Wales (registration number OC303675) whose registered office address is at 2 New Street Square, London EC4A 3BZ ("**Deloitte**"), and
- (2) [**SUPPLIER LIMITED**] a limited company registered in England and Wales (Company Registration Number [**INSERT NUMBER**]) whose registered office is at [**INSERT ADDRESS**] ("**Supplier**").

RECITALS

- (A) Deloitte wishes to appoint the Supplier to provide the Services, which are outlined in Appendix 2 of this Agreement.
- (B) The Supplier has confirmed that it has the necessary skills and expertise to provide the Services in accordance with the terms and conditions of this Agreement.

AGREEMENT

The Agreement comprises the following documents which are incorporated into and form part of this Agreement and in the event of any conflict or inconsistency between the various provisions of this Agreement, the provisions take precedence in accordance with the following order of documents, where 1 has a higher precedence than 2 and so on:

1. These particulars, signed by Deloitte and the Supplier;
2. The Deloitte general conditions of purchase, attached as Appendix 1 (the "**Conditions**");
3. The Scope of Services ("**the Services**"), attached as Appendix 2;
4. The Charges ("**the Charges**"), attached as Appendix 3.

DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings:

[**INSERT ANY RELEVANT DEFINITIONS**]

DURATION AND TERMINATION

This Agreement shall commence on [**INSERT DATE**] 2016 (the "**Commencement Date**") and subject as provided below shall remain in force for a period of [**INSERT**] years unless terminated earlier in accordance with the provisions of Clause 7 of the Conditions.

[Deloitte/ either party may terminate this Agreement with effect from any anniversary of the Commencement Date by giving to the Supplier/the other not less than 90 days' prior notice in writing.]

[Deloitte may terminate this Agreement at any time by giving to the Supplier not less than 30 days' notice in writing].



AMENDMENTS TO THE CONDITIONS

[INSERT ANY AGREED AMENDMENTS]

Signed for and on behalf of Deloitte LLP

Signed: [_____]

Print Name: [_____]

Date: [_____]

Signed for and on behalf of the Supplier

Signed: [_____]

Print Name: [_____]

Date: [_____]

Appendix 1

The Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and phrases shall have the following meanings:

Acceptance has the meaning given to it in Schedules 1, 2, 3 and/or 4 (as appropriate);

Affiliates in respect of any person ("Person A"), means any of the following:

- (a) any person that Controls, is Controlled by or is under common Control with Person A;
- (b) any person that has a material, contractual, personal, management or other relationship with Person A, such that the business of such person is managed on a co-ordinated basis with Person A;
- (c) any other person designated by Person A and accepted by DTTL to be an Affiliate of Person A;

Agreement means an agreement between Deloitte and the Supplier for the purchase of Deliverables of which these Conditions form part;

Bribery Act means the Bribery Act 2010;

Change of Control means any change in control of the Supplier, "control" having the meaning attributed to it in Section 840 of the Income and Corporation Taxes Act 1988;

Charges means charges payable for the Deliverables as set out in the Agreement;

Completion Date(s) means the date/s for the delivery and/or provision of the Deliverables stated in the Agreement, or as otherwise agreed by the Parties;

Conditions means these general purchasing terms as the same may be varied from time to time pursuant to clause 2.2;

Confidential Information has the meaning given to it in clause 27;

Contract Period means a period of twelve months beginning from the start date of the Agreement or any anniversary of that date or, if the duration of the Agreement is shorter than twelve months, such shorter period;

Control means the power by a person to direct or cause the direction of the management or policies of another person, whether through the ownership of voting securities, by contract or otherwise (but not merely by reason of holding a management position within that other person) and "Controlling", "Controlled

by”, “under common Control with” and other similar forms shall be construed accordingly;

"Data Protection Legislation" means the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection and the terms “personal data”, “data subject”, “controller” and “process” (and its derivatives) shall have the meanings given to them in Data Protection Legislation;

Data Subject means any individual who is the subject of Personal Data;

Defect means a material error, omission, failure, inefficiency or inconsistency in a Deliverable (and “**Defective**” is construed accordingly);

Deliverables means Goods, Services, Licensed IPR and/or Software (as the context requires and as described and quantified in the Agreement);

Deloitte means the Deloitte entity named in the Agreement;

Deloitte Group means Deloitte and any member of its Group;

Deloitte Information means any document, data, records or any other information provided by the Deloitte Group to the Supplier or any Supplier Personnel which comes into the possession or control of the Supplier or any Supplier Personnel, is delivered to, generated by or otherwise used or processed by or on behalf of the Supplier or any Supplier Personnel in the course of providing the Services including but not limited to any Confidential Information and Personal Data;

Deloitte Names means any names, logos trade marks or service marks of Deloitte Touche Tohmatsu (a Swiss Verein) or any of its member firms, including without limitation, Deloitte;

Deloitte Premises means premises belonging to or in the occupation or control of Deloitte or any member of the Deloitte Group or such other premises as may be stated in an Agreement;

Deloitte Policies means those policies of Deloitte set out at Schedule 5, which may be as amended, replaced or withdrawn at any time at Deloitte’s discretion and any other policies of Deloitte which are relevant to the Deliverables supplied under an Agreement and which are notified to the Supplier;

Documentation means the documentation, if any, required for the proper use of the Deliverables;

DTTL means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, with registered office at Hill House, 1 Little New Street, London, EC4A 3TR and registered number 07271800;

DTTL Member Firm means any member firm of DTTL;

DPA means the Data Protection Act 1998;

Employment Liabilities means losses, costs, claims, demands, awards, fines, interest, liabilities or expenses (including reasonable legal expenses) arising from the employment of any person, the termination of such employment, the operation and/or termination of any collective agreement, any dispute which relates to such employment or collective agreement or their termination and any failure to discharge in full any obligation to inform or consult appropriate representatives or any person about the transfer of employees under TUPE;

Event of Force Majeure means any one or more of the following events to the extent that such event(s) is/are beyond the reasonable control of the Party seeking to rely on it/them: riot, civil unrest, military action, terrorism, earthquake, storm, flood, inability to obtain supplies of power, fuel, or transport, exercise of emergency powers by any governmental authority;

Future Supplier means any third party providing deliverables to Deloitte similar to the Deliverables following the expiry or termination of an Agreement;

Good Industry Standards mean the exercise of the degree of skill, care, professional judgment, prudence and foresight which would be expected from companies who are skilled and experienced in conducting the same type of undertaking that provides the same or similar services as those services;

Goods means goods to be supplied under an Agreement, as described and quantified in the relevant Agreement and where relevant includes any Documentation supplied to aid use of such goods;

Group means in respect of Deloitte, any body corporate that is a group undertaking of Deloitte from time to time, the terms “body corporate” and “group undertaking” having the meanings given to them in sections 1173 and 1161 of the Companies Act 2006 and in respect of the Supplier means any company which is a subsidiary or a holding company of the Supplier, and any company which is a subsidiary of such holding company, the terms “subsidiary” and “holding company” having the meanings given to them in Section 1159 of the Companies Act 2006;

IPRs means any rights (including moral rights) subsisting in any patent, petty patent, trade mark, service mark, get-up, design, copyright, computer software, databases, know-how and other trade secrets, trade or business names, domain names and other industrial or intellectual property rights or other forms of protection having equivalent or similar effect subsisting anywhere in the world, in each case whether registered or unregistered and including applications for registration;

Licensed IPR means the IPRs to be licensed to Deloitte under an Agreement as described in the relevant Agreement;

Manufacturer means the manufacturer of Goods (whether or not the Supplier);

Materials means any document, data, records or any other information provided by the Deloitte Group to the Supplier which comes into the possession or control of the Supplier in the course of providing the Services including any Confidential Information and Personal Data;

Media means the media on which the Software and related Documentation are recorded or printed as provided by the Supplier to Deloitte;

Party means either Deloitte or the Supplier and “**Parties**” shall mean both of them, and where a Party consists of more than one person, those persons shall be bound jointly and severally by these Conditions;

Personal Data means any information relating to an identified or identifiable living individual who can be identified from those data and other information which is in the possession of or is likely to come into the possession of the Supplier or as defined in the Data Protection Act 1998;

PO or Purchase Order means a Deloitte purchase order (if any) which incorporates these Conditions;

Services means the services to be provided under an Agreement as described in the relevant Agreement and where relevant includes any Documentation supplied to aid use of such services;

Software means the software to be supplied (whether licensed or assigned) under an Agreement as described in the relevant Agreement and where relevant includes any Documentation supplied to aid use of such software;

Specification means the description or specification of the Deliverables including any required service levels as agreed between Deloitte and the Supplier in writing and signed on behalf of both Parties or otherwise incorporated into the Agreement;

Supplier means the supplier named in the Agreement;

Supplier Personnel means any person used by the Supplier to perform its obligations under an Agreement, including but not limited to any employees, workers, agents, contractors or subcontractors of the Supplier;

Technology means any systems, software, software application platforms, servers, applications, end user devices, hardware, platforms or other material provided by the Deloitte Group or its third party licensors;

Third-Party Software and Materials means the software programs, materials and documentation proprietary to third parties which are to be provided to Deloitte by the Supplier without modification;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as re-enacted amended or consolidated from time to time;

Warranties means the warranties provided by the Supplier in relation to the Deliverables and those set out in Schedules 1, 2, 3 and/or 4 (as appropriate) and “**Warranty**” shall mean each of them;

Warranty Period has the meaning given to it Schedules 1, 2, 3 and/or 4 (as appropriate); and

Working Day means between the hours of 0900 and 1730 on any day (other than a Saturday or Sunday) on which the clearing banks are open for normal banking business in England.

1.2 In these Conditions (unless the context requires otherwise):

- a) any reference to a clause is to the relevant clause of these Conditions;
- b) any reference to a Schedule is to a schedule of these Conditions, which is incorporated into and forms part of these Conditions, and any reference to a paragraph is to a paragraph of a Schedule;
- c) headings are included for convenience only and shall not affect the construction or interpretation of these Conditions;
- d) any reference to “persons” includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether incorporated and whether or not having separate legal personality);
- e) references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it all as from time to time amended consolidated or re-enacted; and
- f) words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing the singular meaning shall include the plural meaning and vice versa.

2. INCORPORATION OF TERMS AND ORDER OF PRECEDENCE

2.1 These Conditions are incorporated into and shall govern (to the exclusion of all other terms including without limitation any terms appearing on the Supplier’s invoices or other paperwork) each and every Agreement. No conduct by Deloitte shall be deemed to constitute acceptance of any terms put forward by the Supplier or any other terms.

2.2 Deloitte shall be entitled to vary the terms and conditions set out herein from time to time and any such variation shall be binding upon the Supplier with effect from the date on which Deloitte notifies the Supplier in writing of the relevant variation.

2.3 Deloitte hereby agrees to buy, and the Supplier hereby agrees to supply the Deliverables in accordance with and subject to these Conditions, including

without limitation this clause 2.

- 2.4 To the extent that any of the terms agreed and set out on an Agreement is inconsistent with any provision of these Conditions, the variable details set out in the relevant Agreement shall prevail. In the event of any inconsistency between an Agreement and another agreement which has been entered into between Deloitte and the Supplier the terms of such agreement shall prevail in respect of the subject matter of such agreement.
- 2.5 For the avoidance of doubt, the Supplier's Agreement is with Deloitte and nothing contained herein shall amount to a guarantee of Deloitte's obligations by any other member of the Deloitte Group.

3 CHANGES IN REQUIREMENTS

No change to or variation of an Agreement shall be effective unless it is in writing and signed by or on behalf of the Parties.

4. RELEVANCE OF SCHEDULES

- 4.1 These Conditions (including the Schedules) shall apply to the sale and purchase of Deliverables as follows:
- The supply of Goods shall be subject to the additional terms of Schedule 1;
 - The provision of Services shall be subject to the additional terms of Schedule 2;
 - The licence of Software shall be subject to the additional terms of Schedule 3; and
 - The licence of Licensed IPRs shall be subject to the additional terms of Schedule 4.
- 4.2 For the avoidance of doubt, Schedules 1 to 4 are not mutually exclusive. Accordingly, one or more of Schedules 1 to 4 may apply to the supply of each Deliverable (or part thereof).

5. POLICIES

- 5.1 In providing the Deliverables, the Supplier shall use its best endeavours to observe the Deloitte Policies in all material respects.
- 5.2 If so required by Deloitte, the Supplier will demonstrate to Deloitte that it maintains policies to protect and promote good labour standards in its supply chains.

6. CHARGES AND PAYMENT TERMS

- 6.1. Charges shall be as set out in the Agreement and shall remain fixed until completion of an Agreement. Except as expressly stated herein, all Charges are exclusive of VAT (if any) but are otherwise fully inclusive including without limitation:

- a) all royalties, licence fees or other expenses arising from the use or sub-licence (if permitted) by Deloitte, any member of the Deloitte Group, their employees, sub-contractors or agents of any IPRs supplied by the Supplier for the purpose of performing an Agreement;
 - b) carriage, insurance, packaging, duties, imposts and taxes;
 - c) all costs and expenses of the Supplier, whether foreseen or unforeseen;
 - d) packing, supply and, where applicable delivery, off-loading and installation; and
 - e) in the case of Goods, delivery DDP Deloitte's Premises per Incoterms 2000 (as may be renewed or replaced).
- 6.2 The Supplier shall, following Acceptance of any Deliverables, be entitled to submit an invoice for the appropriate Charge. Each invoice shall contain the particulars required by statute in respect of VAT, the PO number (if any) and any other particulars prescribed in the Agreement and shall be sent to the address specified in the Agreement.
- 6.3 Payment of a correct invoice submitted in accordance with clause 6 shall be made by Deloitte within 30 Working Days from the date of receipt. Deloitte reserves the right to refuse payment of part or all of any invoice which is not submitted in accordance with these Conditions.
- 6.4 If either Party fails to pay any undisputed amount properly due on time, the other Party shall be entitled to charge and receive interest at a rate of 2% per annum above the base lending rate from time to time of Bank of Scotland plc such interest shall accrue from the due date until the date of payment whether before or after any judgement and shall be calculated on a daily basis.
- 6.5 If Deloitte disputes an invoice amount, it shall pay any amount it believes is due for payment and liability for payment of the balance shall be determined by agreement between the Parties acting reasonably or, failing such agreement, in accordance with law.
- 6.6 No payment made by Deloitte shall constitute a waiver by Deloitte of any breach by the Supplier of any of its obligations under the Agreement, or prejudice Deloitte's right in the future to question or dispute any payments and any payment withheld by Deloitte shall be without prejudice to any other rights and remedies of Deloitte under the Agreement or at law.
- 6.7 Claims for credit or payment due to Deloitte in respect of returned Goods, slow deliveries, overcharges or other matters for which the Supplier is liable under the Agreement shall be settled within 20 Working Days from the identification by Deloitte of such claims.
- 6.8 Deloitte and the Supplier agree that the remedies set out in the Agreement (Liquidated Damages) (if any) are a genuine pre-estimate of the loss that Deloitte will suffer in the event of a failure or delay in delivery by the Supplier.

7. TERMINATION

- 7.1 Deloitte may terminate any Agreement immediately by notice in writing to the Supplier if the Supplier commits a material, persistent, or continuing breach of any of its obligations (including without limitation its obligations under any required service levels included within the Specification) or a succession of minor breaches which, taken together are material, and where any such breach is capable of remedy, fails to correct such breach within a period of 7 days (or such longer period as Deloitte may agree) from the date of notification by Deloitte of such breach.
- 7.2 Any Agreement may be terminated by either Party if any of the following events (or any event analogous to any of the following occurs in a jurisdiction other than England and Wales) occurs in respect of the other Party:
- a) a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or for the assignment for the benefit of, its creditors;
 - b) a shareholder's meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - c) a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or for the making of an administration order or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to s.98 of the Insolvency Act 1986;
 - d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - e) it is or becomes insolvent within the meaning of s.123 Insolvency Act 1986; and
 - f) if a Party reasonably considers that any of the events mentioned in a) to e) above is about to occur in relation to the other Party and notifies the other Party accordingly.
- 7.3 In the case of an Agreement related to Goods, Deloitte shall be entitled without cost or liability (except as specified below) to terminate an Agreement or any part of an Agreement at any time up to 30 Working Days prior to the agreed date for delivery of the Goods by serving written notice on the Supplier. In the case of an Agreement relating to Deliverables other than Goods Deloitte shall be entitled without cost or liability (except as specified below) to terminate an Agreement or any part of an Agreement at any time by serving not less than 30 Working Days written notice on the Supplier. In the event that Deloitte terminates an Agreement or any part of an Agreement pursuant to this clause, and without limiting clause 7.5 below, Deloitte shall pay the reasonable direct

costs and expenses properly incurred by the Supplier in connection with the termination of the Agreement or part which has been terminated up to the date of termination provided always that the Supplier shall have an obligation to mitigate such costs and expenses and to demonstrate to Deloitte's reasonable satisfaction that the same have been incurred. In no circumstances shall the amount payable by Deloitte under this clause exceed the Charges that would have been payable had the relevant Agreement or relevant part thereof been completed and in no event shall the amount payable by Deloitte under this clause include any amount in respect of any loss of revenue, profits or business, or any indirect, special or consequential loss.

- 7.4 If at any time during the term of an Agreement the Supplier is subject to a Change of Control, or if the existence of an Agreement causes or is likely to cause the Deloitte Group, DTTL, any DTTL Member Firm, or any Affiliate of any DTTL Member Firm to be in breach of its independence or other regulatory requirements from time to time, Deloitte shall be entitled to terminate absolutely that Agreement without penalty, immediately by notice in writing.
- 7.5 If an Agreement is terminated for any reason:
- a) any sums due to Deloitte shall become immediately payable by the Supplier without set-off or deduction;
 - b) each Party shall return to the other Party all tangible property and Confidential Information belonging to the other Party in its possession custody or control;
 - c) each Party will cease use of the other Party's Confidential Information and IPR;
 - d) each Party will, at its sole option, either return or destroy all records, documentation, data, and any other information and all copies thereof which are owned by or licensed to the other Party, and on the other Party's request, an officer or agent of the returning/destroying Party shall certify in writing that the Party has complied with this clause;
 - e) the Supplier shall provide all reasonable co-operation, information (including details of the scope/medium/method and timescales by which this information will be provided), materials and assistance to Deloitte and any incoming supplier to facilitate the orderly transfer/smooth handover and continued running of the Service during such handover;
 - f) the Supplier shall take no action during the duration of this Agreement or during the implementation of any exit management plan agreed between the Parties which is intended to prejudice or frustrate the handover of the Service to an incoming supplier.
- 7.6 Termination will not prejudice or affect any right of action or remedy already accrued to either Party.

- 7.7 Notwithstanding any termination of an Agreement the provisions which by their nature are intended to survive such termination will remain in full force and effect including without limitation the obligations of confidentiality.
- 7.8 If a Party (the first Party) is prevented from performing its obligations under an Agreement by an Event of Force Majeure which continues for more than 30 days then the other Party will be entitled to terminate that Agreement without liability to the first Party forthwith on giving written notice of termination to the first Party.

8. FORCE MAJEURE

- 8.1 Subject to the remaining provisions of this clause, to the extent that either Party is prevented or delayed from performing any of its obligations under an Agreement by an Event of Force Majeure beyond such Party's reasonable control, such Party's obligation to perform those obligations so affected by the Event of Force Majeure under that Agreement will (during the continuation of the Event of Force Majeure) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances.
- 8.2 Notwithstanding clause 8.1, if the Supplier claims that it is affected by an Event of Force Majeure, such claim shall be valid only to the extent that a prudent supplier operating to standards expected of a leading supplier of the Deliverables in question could not have foreseen and prevented or avoided the effect of such event or occurrence.
- 8.3 A Party claiming to be affected by an Event of Force Majeure will not be entitled to invoke the provisions of clause 8.1 unless it performs fully the following obligations:
- a) on becoming aware of any Event of Force Majeure it shall have notified the other Party by the most expeditious method then available, giving details of the Event of Force Majeure, the obligations on its part which are affected and its reasonable estimate of the period of which such failure or delay will continue; and
 - b) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Event of Force Majeure.

9. INDEMNITY

- 9.1 The Supplier shall indemnify Deloitte against:
- a) all claims, liability, demands, proceedings, costs and expenses arising as a result of any act or omission of the Supplier (or of any other persons for whose acts or omissions the Supplier is liable) in the performance or purported performance of the Agreement, except to the extent such claims, liability, demands, proceedings, costs or expenses are directly attributed to the negligence of Deloitte; and

- b) any costs, damages, liabilities, losses or expenses (including legal expenses) incurred by Deloitte and arising from any legal actions, claims or demands brought against Deloitte by any third party which state that Deloitte's (or any member of the Deloitte Group's (or its or their subcontractors' or agents') possession and/or use of the Deliverables or Documentation (or any part thereof) infringes any IPRs of a third party (a "Claim"). If a Claim is made:
 - A) Deloitte shall:
 - i) inform the Supplier of it;
 - ii) provide the Supplier (at the Supplier's expense) with such assistance as the Supplier may reasonably require in connection with defending the same; and
 - iii) make no admission of liability without the Supplier's prior written consent (such consent not to be unreasonably withheld); and
 - B) the Supplier shall:
 - i) replace the infringing material with non-infringing material that functions and performs at least as well as the infringing material and complies with any relevant Specification or other requirements of an Agreement, or
 - ii) obtain the right for Deloitte and each member of the Deloitte Group (and its and their subcontractors and agents) lawfully to possess and use in accordance with the provisions of these Conditions all the relevant Deliverables and/or Documentation and to exercise the rights granted under an Agreement. In the event that the Supplier is unable to provide either of the remedies set out in Bi) or Bii) above to Deloitte's satisfaction the Supplier shall refund to Deloitte all amounts paid to the Supplier under the applicable Agreement.

9.2 The following matters shall be excluded from the indemnity contained in clause 9.1 above (except to the extent that such matters are contemplated and agreed by the Parties having regard to the provisions of an Agreement, and the Supplier's actual knowledge of Deloitte's intentions as to the use of the Deliverables):

- i) infringements arising directly from the proper use by the Supplier of Confidential Information supplied by Deloitte, where the Supplier's proper use of such Confidential Information in the performance of an Agreement and in accordance with these Conditions is the sole and direct cause of such infringement; and
- ii) infringements arising from the modification of the Deliverables or Documentation by Deloitte where such modification is not authorised by or within the reasonable contemplation of the Supplier and the claimed infringement arises solely and directly from such modification.

10. CAP ON LIABILITY

- 10.1 Nothing shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, or for fraud, or for any other liability that may not be excluded or limited by law.
- 10.2 Except for the liability of the Supplier under clause 9, the aggregate liability of either Party to the other under an Agreement for all losses, damages, costs, claims or expenses suffered by the other arising out of or in connection with any breach or non-performance by such Party of the terms of an Agreement or any tort or breach of statutory duty in connection with such Party's obligations under an Agreement shall be limited in the following ways:
- a) the amount recoverable shall be no more than the greater of £2,000,000 (or equivalent in the currency of the relevant Agreement, if different) or 125% of the total of all sums paid or due to the Supplier for Deliverables in the Contract Period in which the circumstances or event(s) giving rise to such claim(s) arise(s) or occur(s); and
 - b) neither Party shall be liable to the other in respect of any loss of revenue, profits or business or any indirect, special or consequential loss, irrespective of whether such loss was foreseeable or whether the Party has been advised of the possibility that such loss may be incurred.

11. ENTIRE AGREEMENT

- 11.1 An Agreement shall constitute the entire agreement between the Parties in respect of matters dealt with in it and supersedes any previous agreement, written or oral between the Parties relating to such matters.
- 11.2 Each of the Parties acknowledges and agrees that in entering into an Agreement and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to an Agreement or not) other than as expressly set out in an Agreement.

12. SEVERABILITY

If any of the provisions of an Agreement is judged to be invalid, illegal, void, voidable, unreasonable or unenforceable, the continuation in full force and effect of the remainder of that Agreement will not be prejudiced but such provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties as set out therein.

13. WAIVER

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any

contractual terms will be deemed to be a waiver of any other right or of any later breach. Waivers of any rights or remedies may only be given in writing.

14. RELATIONSHIP OF THE PARTIES

- 14.1 The relationship between Deloitte and the Supplier is that of purchaser and supplier.
- 14.2 Nothing in an Agreement is intended to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other.
- 14.3 Save where expressly so stated in an Agreement neither Party will have authority to act in the name of or on behalf of or otherwise to bind the other.
- 14.4 The Supplier warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created or might appear to be created in conflict with its duties and interests under any Agreement.
- 14.5 The Supplier shall inform Deloitte of any matter which may give rise to an actual or potential conflict of interest at any time during the Agreement and Deloitte may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.
- 14.6 Nothing in this Agreement will render the Supplier or any of the Supplier's Personnel an employee or partner of Deloitte or the Deloitte Group and the Supplier will not hold itself out, and will procure the Supplier Personnel do not hold themselves out, as such.
- 14.7 The Supplier will not and will procure that the Supplier Personnel do not, pledge the credit of Deloitte, sign any document, enter into any agreement or make any promise on behalf of Deloitte.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 Subject to clause 15.2, neither Party shall be entitled to assign, subcontract, novate or otherwise to transfer any of its rights and/or obligations under an Agreement without the prior written consent of the other Party (not to be unreasonably withheld). If Deloitte shall consent to the Supplier subcontracting any portion of the Services or of an Agreement the Supplier agrees that it shall remain ultimately liable to Deloitte for the provision of the Services and for the obligations set forth in the Agreement and for the acts and omissions of its subcontractors.
- 15.2 Deloitte shall be entitled to assign, subcontract, novate or otherwise to transfer any or all of its rights and/or obligations under an Agreement to any members of the Deloitte Group or to any DTTL Member Firm or to any entity in connection with a reorganisation, merger, sale or disposal of its assets or stock, or any other

restructuring provided that it shall give written notification to the Supplier of any such exercise of its rights.

15.3 The Supplier shall proactively work and co-operate with its subcontractors and any third party suppliers that Deloitte engages, and shall (without limitation):

- (i) conduct due diligence on its subcontractors to ensure that they have adequate technical expertise and financial standing to fulfil their respective obligations, and shall provide Deloitte with a copy of such due diligence on request;
- (ii) ensure that such subcontractors have in place adequate fail-over/back-up systems for disaster recovery and business continuity purposes and have an alert system in place so the Supplier is immediately notified of any loss or deterioration of service;
- (iii) promptly inform Deloitte in writing of any work necessary to maintain a good level of service, providing costs and obtaining Deloitte's prior written consent before making any changes to the initial-set up/contract with the Supplier's third party supplier; and
- (iv) pro-actively monitor capacity and performance of the services provided by its subcontractors and promptly inform Deloitte in writing in advance if any upgrades to the service is required before it affects performance.

16. THIRD PARTY RIGHTS

16.1 In addition to the rights of Deloitte under an Agreement each member of the Deloitte Group will have the benefit of the rights specifically conferred on it under an Agreement and accordingly will be entitled to enforce those rights subject to and in accordance with the terms of this clause 16. Any such member of the Deloitte Group which seeks to enforce any such rights shall:

- (a) undertake such enforcement through Deloitte (whether by appointing Deloitte as its agent or trustee or otherwise); and
- (b) arrange for Deloitte to have sole conduct of any proceedings (but taking instructions on the conduct of proceedings from the relevant member of the Deloitte Group) in relation thereto, except that such member of the Deloitte Group may enforce the benefits conferred on it in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 where: (i) compliance with the provisions of clause 16.1(a) and (b) would not give the relevant member of the Deloitte Group the full benefit of the rights conferred on it or for its benefit; or (ii) it is not possible or practicable to comply with clauses 16.1(a) and (b).

16.2 Notwithstanding the rights conferred on members of the Deloitte Group under clause 16.1, the Parties to an Agreement reserve the right to terminate, rescind or vary the Agreement without the consent of any member of the Deloitte Group, other than Deloitte.

- 16.3 Except where expressly stated to the contrary in this clause 16 or in an Agreement:
- (a) no person who is not a Party to an Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of the Agreement;
 - (b) no right of any party to agree to any amendment, variation, waiver or settlement under or arising from or in respect of an Agreement, or to terminate an Agreement, shall be subject under the Contracts (Rights of Third Parties) Act 1999 or otherwise to the consent of any person who is not a party to it or his successors and permitted assignees; and
 - (c) nothing in this clause shall prejudice any right or benefit or cause of action which any third party may have against Deloitte or the Supplier arising apart from the Contracts (Rights of Third Parties) Act 1999 as so applied by this clause.

17. NOTICES

- 17.1 Any notices given under an Agreement by either Party to the other must be in writing and must be delivered either personally or by recorded delivery post or first class post.
- 17.2 In the case of post such notice will be deemed to have been given 2 Working Days after the date of posting.
- 17.3 Notices will be delivered or sent to the registered office addresses of the Parties or to any replacement address notified in writing by either Party.
- 17.4 Each Party may specify by notice in writing to the other a particular individual or office holder to whom any notices served on it are to be addressed in which event a notice will not be validly given unless so addressed.

18. DOCUMENTATION

- 18.1 The Supplier shall provide Deloitte with all information required in order to enable Deloitte to understand use and operate the Goods or Software (including but not limited to installation, commissioning, operation and maintenance) and all revisions and updates to such information from time to time.
- 18.2 Deloitte shall have the right to copy, reproduce and generally use the Documentation for Deloitte's business purposes and the implementation, use and operation of the Goods and Software.
- 18.3 The right to copy, reproduce and use the Documentation referred to in clause 18.2 shall also extend to Deloitte's subcontractors and third party suppliers provided that such use is required for the purposes of providing services to Deloitte.

19. SECURITY

19.1 The Supplier shall ensure that Supplier Personnel conform to all security safety and works regulations and such other local instructions as may be notified to the Supplier whilst on any Deloitte Premises.

19.2 Deloitte may:

- a) remove from and refuse entry and re-admission to any Deloitte Premises, any person who is, in the reasonable opinion of Deloitte, not conforming with these requirements or is otherwise not a fit person to be allowed on Deloitte Premises; and/or
- b) search any Supplier Personnel, their vehicles, or Goods upon any Deloitte Premises or upon entry to and departure from any Deloitte Premises.

19.3 The Supplier shall use its best endeavours to ensure that Supplier Personnel are aware of and comply with the requirements of this clause 19 and that no Supplier Personnel unwilling to comply will be engaged on any Deloitte Premises.

20. AUDIT

The Supplier shall, subject to agreeing confidentiality terms substantially similar to those in an Agreement, permit Deloitte (and its agents) to inspect, review, verify and take copies of any associated records and documentation in the control or possession of the Supplier relating to the Agreement for the purpose of auditing the provision of the Deliverables, vetting checks, Charges and the performance of the Agreement.

21. TUPE

The Supplier shall take all steps necessary to ensure that it organises itself and any Supplier Personnel such that they will not be 'assigned' to any organised grouping providing the Services in accordance with this Agreement for the purpose of TUPE and will not therefore, as a matter of law, have its/his employment transferred to Deloitte on the termination of the whole or part of this Agreement under TUPE.

If it is found or alleged that any Supplier Personnel has become an employee of Deloitte or a Future Supplier pursuant to TUPE then the Supplier shall indemnify Deloitte (for itself and as trustee for any Future Supplier) and keep it indemnified in full against any and all Employment Liabilities arising out of or in connection with any claim or demand by such Supplier Personnel or any trade union, staff association, worker's committee or any other worker representative who represents or purports to represent any or all of the Supplier Personnel.

22. SET-OFF

22.1 Deloitte shall be entitled to set off any sum owing at any time from Deloitte to the Supplier against any amount owing by the Supplier to Deloitte.

22.2 Deloitte shall further be entitled to set-off any liability that it owes to the Supplier against any liability the Supplier owes to any member of the Deloitte

Group.

22.3 Immediately upon any liability being owed to the Supplier by any member of the Deloitte Group (the "Owing Deloitte Group member") in circumstances where there is a concurrent liability of the Supplier to any other member of the Deloitte Group (the "Receiving Deloitte Group member") if Deloitte shall so elect there shall be deemed to have taken place at that point in time an equitable assignment of such monies as are due (or such part of any cause of action arising) by the Receiving Deloitte Group member to the Owing Deloitte Group member as:

22.3.1 is sufficient to extinguish the obligations due to the Supplier; or

22.3.2 can be assigned to minimise the obligations due to the Supplier (where they cannot be extinguished in full).

22.4 Neither Party shall be obliged to give effect to an equitable assignment pursuant to clause 22.3 in its dealings with the other Party unless notice of the same has been given by Deloitte that it is seeking to rely on the assignment pursuant to the terms of the Law of Property Act 1925. In the absence of such notice, it shall be good discharge by the Supplier to perform its obligations to the original Deloitte Group member to which it owes such obligations.

22.5 To the extent that there are any contractual relations between the Supplier and any member of the Deloitte Group entitling any Deloitte Group member to exercise a right of set-off as above in respect of any monies due and/or owing, such relations shall be deemed to give rise to mutual credits, mutual debts or other mutual dealings between one Party and the other Party.

22.6 Any exercise by a party of its rights under this clause shall be without prejudice to any other rights or remedies available to it under an Agreement.

23. ANNOUNCEMENTS AND PUBLICITY

Neither Party shall make any announcement relating to the existence of an Agreement nor its subject matter nor referencing the other Party nor any member of the other Party's Group without the prior written approval in each case of the other Party except as required by law or regulatory authority.

24. GOVERNING LAW AND JURISDICTION

Each Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales provided that Deloitte may apply to any court of competent jurisdiction to defend its IPRs.

25. COMPLIANCE WITH LAWS

25.1 In performing its obligations under an Agreement, each Party shall comply with all applicable laws, rules and regulations of governmental entities having jurisdiction over such performance, including without limitation requirements concerning,

where applicable, the manufacture, packaging, carriage, packing, delivery and installation of the Deliverables and the performance of the Services, and any health and safety and environmental legislation.

Modern Slavery Act 2015

- 25.2 Without prejudice to the generality of clause 25.1, in connection with the Agreement and the performance by the Supplier of its obligations under it, the Supplier shall:
- a) comply with all applicable laws and regulations of the United Kingdom against slavery and human trafficking in all of its forms, and in particular ensure compliance with the Modern Slavery Act 2015 as if it applied to the Supplier, irrespective of their jurisdiction;
 - b) comply with Deloitte's Policies against slavery and human trafficking in all of its forms, including but not limited to Deloitte's Sustainable Procurement Policy;
 - c) take such steps as are necessary to ensure that slavery and human trafficking is not taking place in any part of the Supplier's or its Group's supply chain or in any part of its business;
 - d) take such steps as are necessary to ensure that Supplier Personnel, any third party agent, subcontractor or other representative used in the performance of the Supplier's obligations under this Agreement are aware of and comply with the provisions set out in a) to c) above of this clause and that no Supplier Personnel unwilling to comply will be engaged in the provision of the Services.

For the avoidance of doubt, any breach of this clause 25.2 shall constitute a material breach for the purposes of clause 7.1 of the Conditions.

Data Protection Legislation

- 25.3 Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with this Agreement and the Services ("**Personal Data**").
- 25.4 The Supplier shall act as a processor of Deloitte in respect of the Personal Data. Annex 1 sets out the scope of the processing carried out by the Supplier under this Agreement. Nothing in this Clause 25 relieves the Supplier of its own obligations as processor under the Data Protection Legislation.
- 25.5 In processing the Personal Data, the Supplier shall:
- 25.5.1 only process Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with the specific instructions of Deloitte (save to the extent such instructions infringe the Data Protection Legislation, in which case Supplier shall notify Deloitte); or (c) as required by any regulator or applicable law;
 - 25.5.2 not disclose any Personal Data to any third party (including affiliates), including for back-up and storage purposes, without Deloitte's prior written consent in each instance (provided that such consent may be given subject to conditions and including that which may be given pursuant to Clause 25.6), other than to the extent required by any

competent authority or applicable law in which case the Supplier shall inform Deloitte of such required disclosure prior to processing such disclosure unless prevented from doing so pursuant to applicable law;

- 25.5.3 implement appropriate technical and organisational measures to maintain the security of such Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that Personal Data including, at a minimum, those specified in Schedule 5;
- 25.5.4 keep, and procure that all of its employees and agents keep, the Personal Data confidential in accordance with the Supplier's confidentiality obligations under Clause 27 (Confidentiality);
- 25.5.5 notwithstanding Clause 20, maintain a record of its processing activities and provide all cooperation and information to Deloitte as is reasonably necessary for Deloitte to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including permitting audits conducted by or on behalf of Deloitte or its regulators on reasonable notice from time to time;
- 25.5.6 notify Deloitte in writing without undue delay and in any event within 24 hours of discovery of, and provide full cooperation in the event of, any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data in the Supplier's possession or control;
- 25.5.7 provide full cooperation and assistance to Deloitte in relation to any request by a data subject to have access to Personal Data held about them or in relation to any other request, allegation or complaint by a competent authority or data subject, including notifying Deloitte in writing without undue delay and in any event within 48 hours of receipt of any such notice or request;
- 25.5.8 at the choice of Deloitte, delete or return all Personal Data to Deloitte on termination or expiry of this Agreement, and delete all copies of the Personal Data (save to the extent that retention of copies is required by applicable law) providing written confirmation of such deletion to Deloitte;
- 25.5.9 not process Personal Data outside the European Economic Area ("**EEA**") or a country not deemed to provide an adequate level of protection for personal data by any competent authority without the prior written consent of Deloitte. It shall be a condition of any consent given by Deloitte to the Supplier to transfer Personal Data outside the EEA or a country not deemed to provide an adequate level of protection for personal data that the Supplier shall:
 - (a) enter into a data transfer agreement in a form prescribed by applicable Data Protection Legislation, to the extent that the formalisation of such a document represents a valid means of transferring Personal Data outside of the EEA or relevant jurisdiction; or

(b) otherwise ensure that the transfer is subject to terms which satisfy the Data Protection Legislation including the conditions of any applicable adequacy finding or decision.

- 25.6 The Supplier shall not engage any third party or other sub-processor to process personal data on behalf of Deloitte without the express prior written consent of Deloitte. Where a sub-processor is duly engaged to carry out specific processing activities on behalf of Deloitte, the Supplier shall ensure that it enters into a written contract with such sub-processor containing data protection obligations no less onerous than those set out in Clauses 25.3, 25.4 and 25.5, which shall apply to the sub-processor. The Supplier shall remain liable for the acts and omission of any such sub-processor.
- 25.7 The Supplier agrees to indemnify, and keep indemnified, Deloitte from and against all liabilities, costs, expenses, damages and losses and any professional costs and expenses suffered by, incurred by, or awarded against Deloitte, arising out of or in connection with any failure by the Supplier or its employees or agents to comply with its obligations under Clauses 25.3 to 25.6 (inclusive).
- 25.8 Any breach of Clauses 25.3 to 25.7 (inclusive) by the Supplier shall be deemed to be a material breach of this Agreement and shall entitle Deloitte to terminate this Agreement immediate upon notice to the Supplier.

Bribery Act 2010

- 25.9 Without prejudice to the generality of Clause 25.1 of the Conditions, in connection with the Agreement and the performance by the Supplier of its obligations under it, the Supplier shall:
- a) comply with all applicable laws and regulations of the United Kingdom on anti-bribery, including but not limited to the Bribery Act;
 - b) not offer, promise, give, request, accept or receive bribes, including facilitation payments, or commit any Bribery Act offence;
 - c) disclose immediately all bribes, offers of bribes or suspicions of bribery or corruption;
 - d) use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act);
 - e) use all reasonable endeavours to ensure that Supplier Personnel, any third party agent, subcontractor, or other representative used in the performance of the Supplier's obligations under the Agreement are aware of and comply with the provisions set out in a) to d) above of this clause and that no Supplier Personnel, third party agent, subcontractor or other representative unwilling to comply will be engaged in the provision of the Services.

For the avoidance of doubt, any breach of this clause 25.9 shall constitute a material breach for the purposes of Clause 7.1 of the Conditions.

26. EURO COMPLIANCE

All Deliverables related to financial information shall be compliant with all laws and regulations applicable to all relevant currencies (including, without limitation, EC Regulations

1103/97 and 974/98), and if the UK becomes a “Participating Member State” (as defined in EC regulation 1103/97), all laws and regulations then applicable to sterling and/or to the euro, such compliance being “Euro Conformance”. Notwithstanding anything to the contrary in these Conditions, and without prejudice to any of Deloitte’s other rights and remedies, Deloitte shall not be obliged to accept nor to pay for Deliverables if the Supplier is unable to demonstrate its Euro Conformance to Deloitte’s reasonable satisfaction.

27. CONFIDENTIALITY

- 27.1 The Supplier shall ensure that disclosure of the Confidential Information including any part thereof is restricted to those employees, directors or contractors of the Supplier, and/or members of its Group who need access to the Confidential Information for the purpose of an Agreement and shall ensure that those to whom access to the Confidential Information is given pursuant to this clause have been informed of the confidential nature of the Confidential Information and that they observe the obligations of confidentiality and non-disclosure provided for in this clause 27.
- 27.2 The Supplier shall not disclose to any person (other than those authorised to receive Confidential Information under the terms of this clause 27) the fact that it holds Confidential Information or the existence or subject matter of an Agreement.
- 27.3 Copies or reproductions of the Confidential Information shall not be made by the Supplier except to the extent reasonably necessary for the purpose of such Agreement and all copies made shall be the property of Deloitte.
- 27.4 The Supplier shall return all Confidential Information and any copies to Deloitte within 30 days of receipt of a written request from Deloitte, and on Deloitte’s request, a director of the Supplier shall certify in writing that the Supplier has complied with this clause.
- 27.5 In this Agreement “Confidential Information” shall mean all product, business, market, strategic or other information or data (including but not limited to information retained on all types of medium including written, diagrammatical, software or other storage medium) relating to an Agreement or the clients, business or affairs of Deloitte or any member of the Deloitte Group whether such information is given received or acquired in writing, orally or by any other means, and whether or not that information is marked “confidential”, excluding any information which:
- a) is in or comes into the public domain in any way without breach of any Agreement or obligation of confidentiality by the Supplier;
 - b) the Supplier can show was in its possession or known to it prior to receipt from Deloitte or any member of the Deloitte Group or any other person on behalf of Deloitte;
 - c) the Supplier can show was developed by or for the Supplier at any time independently of any information disclosed to it directly or indirectly by or on behalf of Deloitte or any member of the Deloitte Group;

- d) the Supplier obtains or has available from a source other than Deloitte or any member of the Deloitte Group without breach by the Supplier or such source of any obligation of confidentiality or non-use towards Deloitte or any member of the Deloitte Group;
- e) is hereafter generally furnished by Deloitte to third parties without restriction on disclosure or use;
- f) is disclosed by the Supplier with the prior written approval of Deloitte in accordance with the terms of such written approval; or
- g) is required by law, regulation or order to be disclosed to a Court of competent jurisdiction or a Government Department or Agency, provided that prior to such disclosure the Supplier consults Deloitte as to the proposed form, nature, extent and purpose of the disclosure (unless the law prohibits such consultation)

provided that if any part of the Confidential Information falls within any one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the restrictions set out in this clause 27.

27.6 The Supplier shall maintain Confidential Information in confidence and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than those which the Supplier applies to its own Confidential Information, which the Supplier warrants as providing the protection required by these Conditions against unauthorised disclosure, copying or use.

27.7 Without limiting its obligations under this clause 27, the Supplier shall not use the Confidential Information directly or indirectly to procure any commercial advantage.

28. INSURANCE

28.1 Before the Supplier commences any work under an Agreement the Supplier shall effect and maintain an insurance policy covering the Goods for their full value from time to time against loss or damage, including loss or damage in transit and until the risk in the Goods passes to Deloitte.

28.2 Before the Supplier commences any work under an Agreement the Supplier shall effect and maintain a public and product liability policy of insurance and if relevant an employers' liability policy of insurance in respect of its liabilities under an Agreement with a limit of indemnity under each such policy of not less than £5,000,000 for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance.

28.3 Before the Supplier commences any work under an Agreement the Supplier shall effect and maintain until the expiration of three years commencing from the acceptance of the Goods or the completion of the Services in accordance with these Conditions, professional indemnity insurance with a limit of indemnity of not less than £2,000,000 for any one claim arising out of any one incident or

event and without limit as to the number of claims during the period or insurance.

28.4 Whenever reasonable Deloitte may require the Supplier to provide and if so required the Supplier shall provide proof that all insurances required to be effected by the Supplier have been effected and are being maintained and all premiums paid in full.

28.5 If Deloitte shall consent to the Supplier subcontracting any portion of the Services or of an Agreement pursuant to clause 15 of these Conditions the Supplier shall ensure that before such subcontractor commences any work under an Agreement, either each such subcontractor shall effect and maintain the policies of insurance referred to in clauses 28.2.and 28.3 above and that all premiums are paid in full, or that all the liabilities of such subcontractors are specifically covered by the Supplier's policies effected and maintained in accordance with this clause 28.

29. INTELLECTUAL PROPERTY RIGHTS

29.1 All IPRs:

- i) in information supplied to the Supplier by Deloitte and/or its subcontractor(s) for the purposes of the Supplier performing its obligations under an Agreement; and
- ii) developed in connection with the delivery of any Goods, Software and/or the provision of Services pursuant to an Agreement shall vest in and remain with Deloitte and/or its subcontractor(s) as the case may be and the Supplier hereby assigns ownership of all such IPRs to Deloitte and will ensure that its employees, subcontractors and agents execute all documents necessary to assign all such rights (including moral rights) to Deloitte.

29.2 Subject to clause 29.1 above all IPRs in information supplied by the Supplier and/or its subcontractor(s) authorised by the terms of an Agreement (if any) for the purposes of and in performing the Services shall vest in and remain with the Supplier and/or its subcontractor(s) as the case may be and the Supplier grants to Deloitte a perpetual, royalty-free, non-exclusive licence to use the Supplier's IPRs in relation to any Goods supplied or Services provided and shall execute an agreement giving effect to this clause 29.2 if requested by Deloitte.

29.3 For the avoidance of doubt, nothing in the Agreement shall grant any rights in or affect the ownership by Deloitte of any of its IPRs including but not limited to the Deloitte Names.

29.4 Without prejudice to the provisions of clause 29.3 the Supplier shall:

- (a) use the Deloitte Names only in a manner which conforms to the directions and standards notified to the Supplier and which is approved in writing in advance by Deloitte in each case;

- (b) provide to Deloitte for prior written approval of Deloitte in each case samples of all products and materials (including any advertising, marketing or promotional materials) on or in relation to which the Deloitte Names are intended to be used;
- (c) not use the Deloitte Names in combination with any other mark, name, word, device, symbol or logo unless such use is approved in each case in writing in advance by Deloitte;
- (d) not use, register or attempt to register any trade marks, company, business or trading names or domain names which are identical or similar to (or which incorporate) the Deloitte Names, any aspect of them, or any other trade marks or trade names of Deloitte, without Deloitte's prior written consent; and
- (e) at all times where use of the Deloitte Names is permitted by Deloitte, use the Deloitte Names in such a manner that their distinctiveness and reputation are maintained and not do anything which would or might bring Deloitte, any member of the Deloitte Group or the Deloitte Names into disrepute.

29.5 The Supplier acknowledges and accepts that it shall not acquire, nor claim, any right, title or interest in or to the Deloitte Names or the goodwill attaching to them by virtue of any Agreement.

30. SURVIVAL OF PROVISIONS

Clauses 9, 10, 21, 24, 25, 27 and 29 of an Agreement shall survive termination of that Agreement for whatever reason.

31. REMEDIES CUMULATIVE

The rights and remedies of Deloitte under an Agreement are cumulative, may be exercised as often as Deloitte considers appropriate and are in addition to its rights and remedies under general law.

32. COUNTERPARTS

An Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

33. DISPUTE RESOLUTION PROCEDURE

33.1 Any dispute arising under this Agreement shall be subject to the following dispute resolution procedure:

33.2 Subject to Clause 33.4, any dispute which may arise between the Parties concerning this Agreement shall be determined in the first instance as follows:

- a) by negotiation between representatives from each Party; and
- b) if, within 14 days (or such other period as the Parties may agree), the negotiation under (a) fails, a senior representative from each Party shall meet

to discuss any differences between them and negotiate to attempt to resolve the dispute.

33.3 Following any escalation to senior representatives in accordance with Clause 33.2(b) above, any dispute that is not resolved under Clause 33.2(b) above within 14 days (or such other period as the Parties may agree) of it being referred to the senior representatives, shall be subject to Clause 24.

33.4 Nothing in this clause 33 shall prevent Deloitte from applying to any court of competent jurisdiction at any time to defend its IPRs or to protect its Confidential Information.

34 Physical Security

34.1 The Supplier shall ensure that Supplier Personnel conform to all security safety and works regulations and such other local instructions as may be notified to the Supplier whilst on any Deloitte Premises.

34.2 Deloitte may remove from and refuse entry and re-admission to any Deloitte Premises, any person who is, in the reasonable opinion of Deloitte, not conforming to these requirements or is otherwise not a fit person to be allowed on Deloitte Premises.

34.3 The Supplier shall use its best endeavours to ensure that Supplier Personnel are aware of and comply with the requirements of this clause and that no Supplier Personnel unwilling to comply will be engaged on any Deloitte Premises.

35 Information Security

35.1 Certifications

- (a) The Supplier shall ensure that it and its subcontractors (as approved by Deloitte in advance in writing (if any)) shall be certified to international security standards ISO/IEC 27001 27001: 2013 (as appropriate to the Services provided) or equivalent for the duration of this Agreement. The Supplier shall notify Deloitte immediately if there are any non-conformities logged by the international security standards certification authorities at any time during the term of this Agreement.

35.2 Compliance with Deloitte's Security Policies

- (a) The Supplier shall observe and comply with the Deloitte Group's security policies, guidelines and procedures including any updates notified, or made available via a portal, to the Supplier by Deloitte ("**Deloitte Security Policies**").

35.3 Security of Deloitte Information

- (a) The Supplier shall ensure that the Deloitte Information is protected in accordance with Deloitte Security Policies and in particular the Supplier shall not:
 - (i) use the Deloitte Information, nor reproduce the Deloitte Information in whole or in part in any form except as may be required by this Agreement;

- (ii) purport to sell, let for hire, assign rights in, declare a trust or otherwise dispose of or commercially exploit any Deloitte Information, or
 - (iii) alter, delete, add to or otherwise interfere with the Deloitte Information (save where expressly required to do so by the terms of this Agreement).
- (b) The Supplier shall be responsible for establishing and maintaining an information security program that is designed to:
 - (i) ensure the security and confidentiality of the Deloitte Information (including any back-ups) by the use of encryption for Deloitte Information at transit and rest;
 - (ii) protect against any anticipated threats or hazards to the security or integrity of the Deloitte Information;
 - (iii) protect against unauthorised access to, disclosure or use of the Deloitte Information;
 - (iv) ensure the proper separation of the Deloitte Information;
 - (v) ensure the proper disposal of the Deloitte Information;
 - (vi) preserve the integrity of the Deloitte Information and prevent the corruption, destruction or loss of the Deloitte Information at all times that the Deloitte Information is under the control of the Supplier or Supplier Personnel;
 - (vii) perform secure back-ups of all Deloitte Information and shall ensure that up-to-date back-ups are stored off-site. The Supplier shall ensure that such back-ups are available to Deloitte(or to such other person as Deloitte may direct) at all times upon request; and,
 - (viii) ensure that all subcontractors of the Supplier, if any, comply with all of the foregoing.
- (c) On request, the Supplier shall provide Deloitte with full details of its information security program and the security awareness programme/training it has in place for all Supplier Personnel and its subcontractors. The Supplier shall ensure that its information security program and training is regularly reviewed and approved by the Supplier's senior personnel.
- (d) The Supplier will report orally and in writing any actual and/or suspected breaches such as security incidents, unauthorised access or disclosure of the Deloitte Information immediately upon discovery of the unauthorised disclosure, but in no event more than two (2) Working Days after Supplier reasonably believes there has been such unauthorised use or disclosure.
- (e) The incident report will include full description of the incident, what corrective action plans have been implemented to mitigate the issue and

what preventative actions will be taken to prevent such incident from happening in future.

36 Access to Technology

36.1 Where the Supplier (including Supplier Personnel) is given access (whether direct or remote) to any Technology under or in connection with this Agreement, the Supplier shall (and shall ensure that the Supplier Personnel):

- (a) comply with any policies, requirements or other instructions of Deloitte or, where applicable, Deloitte's third party suppliers regarding use of such Technology;
- (b) only use the Technology in connection with proper performance of the Service;
- (c) not permit any other individual or entity to access the Technology;
- (d) upon Deloitte's request, immediately cease access to and use of any Technology and return all Technology (and associated documentation) to Deloitte; and
- (e) not deactivate or disable any Technology used by Deloitte or introduce any Viruses or other similar code to the same, or otherwise take action that would cause any damage or harm to any Technology.

36.2 The Supplier agrees to indemnify Deloitte against all claims, liability, demands, proceedings, costs and expenses arising as a result of any act or omission of the Supplier (or for any other persons for whose acts or omissions the Supplier is liable) arising from a breach of this clause 36.

37 Vetting

37.1 Where Supplier Personnel require access to the Deloitte Group's working floors, Technology and/or Deloitte Information, the Supplier shall, prior to such access being granted and at such other times as requested by Deloitte:

- (a) be responsible for screening such Supplier Personnel, at its own cost, to meet the following background checks at a minimum:
 - (i) identity verification checks, confirmation of the personnel's current address and confirmation of the personnel's right to work in the UK;
 - (ii) confirmation of the highest claimed academic qualification(s), obtained at tertiary level within the preceding five years;
 - (iii) basic level criminal record check and financial probity and International Sanctions List Checks (World Check); and
 - (iv) a check (for completeness and accuracy) of the personnel's CV and reference from the previous employer, and
- (b) ensure that:

- (i) access will only take place to the extent strictly necessary for the proper performance of its duties in respect of this Agreement, and
- (ii) all Supplier Personnel have read and understand Deloitte Security Policies in place at such time of access.

37.2 Where Supplier Personnel do not require access to the Deloitte Group's working floors, Technology and/or Deloitte Information, the Supplier shall be responsible for screening such Supplier Personnel, at its own cost, to meet the following background checks at a minimum:

- (a) identity verification checks, confirmation of the personnel's current address and confirmation of the personnel's right to work in the UK;
- (b) financial probity and International Sanctions List Checks (World Check); and
- (c) a check (for completeness and accuracy) of the personnel's CV and reference from the previous employer.

37.3 The Supplier shall provide the necessary evidence (including back up documents), on request, that the checks in this clause 37 have been successfully completed. Any negative findings shall be promptly flagged to Deloitte including any change in circumstances which occur during the duration of the Agreement. Where the Supplier is unable to complete the appropriate checks requested by Deloitte or there are commercial grounds for Deloitte itself to complete such checks, Deloitte shall do so at the cost of the Supplier subject to consultation with the Supplier.

37.4 The Supplier's right of access to the Deloitte Group's working floors, Technology or Deloitte Information shall terminate upon termination of the Agreement, unless otherwise agreed in writing between the Parties.

38 Compliance and Security Audit

38.1 The Supplier shall permit any member of the Deloitte Group (and its nominated third party) to inspect, review, verify and take copies of any associated records and documentation in the control or possession of the Supplier relating to the Supplier's security controls including process and procedures to ensure controls are operating at an acceptable level, including obtaining evidence of annual penetration testing and vulnerability management. Deloitte shall provide the Supplier with prior written notice of an audit and shall communicate the scope and methods of the proposed audit to the Supplier in writing prior to the audit. The audit will be performed by Deloitte during normal office hours and in such a way to cause as little disruption as reasonably possible. The Supplier may also be required to complete a security questionnaire prior to the audit. Such audits shall take place no more than every 12 months unless there is a security incident/breach (potential or actual) relating the Services provided by the Supplier in which case further security audits may be carried out by Deloitte at any time.

38.2 If the Parties mutually agree, after such audit that the Supplier is not compliant with this Schedule, then, at Deloitte's option, (1) the Supplier will promptly remediate, at no cost to Deloitte, any regressions with security issues identified by Deloitte so as to be in compliance with this Schedule, or (2) if the parties agree the regression with the security issues identified are material Deloitte may terminate any affected Service and Deloitte shall promptly receive a pro-rata refund from the Supplier of all pre-paid but unused or unfulfilled portions of the fees for such terminated Service.

38.3 The Supplier shall provide Deloitte with information as may be reasonably requested from time to time with regard to the Supplier's compliance with its obligations under this Schedule, including any available documentation with respect to the Supplier's security measures and the results of any audits or tests performed on the Supplier's systems or any components of the systems.

39 Business Continuity

39.1 The Supplier shall ensure that at all times it has in place a documented Business Continuity and Disaster Recovery Plan which: -

- (a) addresses all relevant issues relating to business continuity and disaster recovery;
- (b) ensures the continued performance of the Services to the same standard, functionality and operational resilience.

39.2 The Supplier shall provide a copy of the Business Continuity and Disaster Recovery Plan to Deloitte upon reasonable notice at any time and if requested by Deloitte, the Supplier shall demonstrate that the measures set out in the Business Continuity and Disaster Recovery Plan adhere to recognised industry standards for business continuity. This may be demonstrated by, but is not limited to, being in line with the then current British Standard (or any replacement standard) of business continuity management.

39.3 If Deloitte considers (on reasonable grounds) that the Business Continuity and Disaster Recovery Plan is insufficient to ensure the continued performance and operational resilience of the Services and/or that it fails to meet the requirements of any regulator, then Deloitte may require the Supplier to modify, at the Supplier's expense, the Business Continuity and Disaster Recovery Plan to cure such insufficiency or failure and the Supplier shall promptly make the modifications that Deloitte requires.

39.4 The Supplier shall develop, update and test the Business Continuity and Disaster Recovery Plan on a regular basis and, in any event, not less than once in every twelve (12) month period.

40 TAX AND TAX INDEMNITY

40.1 The Supplier will account to the appropriate authorities for income tax, VAT, National Insurance contributions and all other taxes, liabilities, charges and duties arising out of the provision of the Services. The Supplier will register for VAT purposes if appropriate and will supply Deloitte with a copy certificate of registration.

40.2 The Supplier agrees to indemnify Deloitte and the Deloitte Group on a continuing basis against:

(i) any income tax (whether under PAYE or otherwise) or national insurance contributions (including any related interest, penalties or costs) which may at any time be levied, demanded or assessed on Deloitte by HMRC or other statutory authority for which the Deloitte Group may otherwise be or become liable in relation to the Supplier or any Supplier Personnel;

(ii) any legal fees or other costs incurred by the Deloitte Group in enforcing its rights under this clause.

SCHEDULE 1 – ADDITIONAL TERMS RELATING TO THE SUPPLY OF GOODS

1. RIGHT TO INSPECT

- 1.1 The Supplier shall at Deloitte's request allow Deloitte to inspect and test the Goods prior to despatch to the Deloitte Premises.
- 1.2 If as a result of any inspection or testing Deloitte is not satisfied that the Goods will comply in all material respects with an Agreement and Deloitte so informs the Supplier within 7 days of such inspection or testing, Deloitte shall not be deemed to have accepted such Goods, and Deloitte shall not be obliged to pay any relevant Charges until the non-compliance is remedied.
- 1.3 No such inspection shall diminish or otherwise affect the Supplier's obligations.

2. DELIVERY AND ACCEPTANCE

- 2.1 The Supplier shall, at its own expense, deliver the Goods during a Working Day, properly packed and secured to the place specified in the Agreement or such other location as may subsequently be advised in writing by Deloitte to the Supplier.
- 2.2 All Goods shall be delivered by the relevant Completion Dates, and time shall be of the essence in relation to delivery of the Goods.
- 2.3 The Supplier shall supply Deloitte in good time with any instruction or other information required to enable Deloitte to take delivery of the Goods.
- 2.4 Where the Goods can be manually unloaded at the delivery location in accordance with applicable legislation or health and safety codes, delivery shall include the cost of unloading the Goods which shall be the responsibility of the Supplier. Where the Goods cannot be so unloaded, unless otherwise agreed between the Parties in the Agreement, arrangements must be made for unloading by Deloitte.
- 2.5 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the PO number (if any), date of order, number of packages delivered and contents, and in the case of part delivery, the outstanding balance remaining to be delivered.
- 2.6 Delivery of the Goods shall not be complete unless acknowledgement of delivery is signed by an appropriate representative of Deloitte.
- 2.7 Where the Agreement includes installation, delivery of the Goods shall not be complete until completion of the installation work.
- 2.8 The Supplier shall ensure that the quantity of Goods supplied and delivered shall be not less than the quantity specified in the Agreement and Deloitte shall not be charged for any Goods supplied and delivered in excess of such quantity.

- 2.9 Deloitte may reject any Goods delivered earlier or later than the relevant Completion Date unless previously agreed in writing by the Parties provided that Deloitte shall use its reasonable endeavours to accommodate deliveries effected prior to the relevant Completion Date.
- 2.10 If the Goods (or any parts of them) are not delivered by the relevant Completion Date, Deloitte may terminate in whole or in part the relevant Agreement without cost or liability. Where Deloitte exercises this option:
- a) the Supplier shall refund to Deloitte in full any payments made by Deloitte to the Supplier in respect of such Goods;
 - b) no further payment will be due from Deloitte in respect of such Goods;
 - c) following receipt of payment in full of all monies due to it in relation to the Goods in respect of which an Agreement has been terminated (whether in whole or in part) Deloitte shall make such Goods available for collection by the Supplier and the Supplier shall collect such Goods at its own expense within 5 Working Days of the payment, and if the Supplier fails to collect within this period, Deloitte may dispose of such Goods in its absolute discretion without notice or liability to the Supplier;
 - d) if title to the Goods has passed to Deloitte, title in the Goods will revert to the Supplier following receipt by Deloitte from the Supplier of payment in full of the refund due to Deloitte; and
 - e) if risk in the Goods has passed to Deloitte, risk in the Goods shall revert immediately to the Supplier.
- 2.11 Subject as herein provided Deloitte shall accept the Goods immediately after the Supplier has demonstrated to Deloitte's satisfaction that the Goods:
- i) comply with the PO (if any) pursuant to which they are supplied;
 - ii) comply with the relevant Agreement;
 - iii) are in accordance with the Specification and any samples provided;
 - iv) comply with the provisions of this Schedule 1

and "Acceptance" shall be construed accordingly for the purpose of this Schedule 1 provided however that Deloitte shall not be deemed to have accepted any Goods until delivery of the Goods has been completed in accordance with the Agreement and after it has had a reasonable time to inspect them following completion of delivery or, if later, within a reasonable time after any defect in the Goods or shortfall in quantity has become apparent, provided that any inspection or test by Deloitte shall not in any way relieve the Supplier from any of its obligations under the Agreement.

2.12 Without prejudice to any other right or remedy which Deloitte may have if any Goods are not supplied in accordance with the Specification, sample and Agreement, Deloitte shall be entitled to avail itself of one or more of the following remedies at its discretion, whether or not any parts of the Goods have been accepted by Deloitte:

2.12.1 to rescind the Agreement;

2.12.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

2.12.3 at Deloitte's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;

2.12.4 to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;

2.12.5 to carry out at the Supplier's expense any work necessary to make the Goods comply with the Specification, sample and Agreement;

35.1.1 to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Agreement; or

2.12.7 to obtain equivalent Goods from an alternative source whereupon the Supplier shall reimburse Deloitte for all additional costs incurred in so doing.

2.13 The Supplier shall destroy all Goods bearing the Deloitte Names which are not delivered to Deloitte or which are delivered and rejected or returned.

2.14 The Supplier undertakes at its own expense to repair or replace (at the option of Deloitte) Goods lost or damaged in transit, and Acceptance will not be deemed to have taken place until replacement or repaired items have been delivered to the satisfaction of Deloitte.

3. RISK AND TITLE

Without prejudice to Deloitte's other rights under an Agreement title and risk in the Goods shall pass to Deloitte on Acceptance.

4. WARRANTIES

4.1 The Supplier shall provide Deloitte with the benefit of any Manufacturer's warranties in respect of the Goods and the Supplier shall not supply the Goods in a form or state which would invalidate or alter in any way the Manufacturer's warranty or guarantee.

4.2 In addition to the provisions of paragraph 4.1 above the Supplier warrants to Deloitte as follows:

- a) the Supplier holds absolute legal and beneficial title in and to the Goods and has the unfettered right to sell and supply them and to pass good unencumbered title to Deloitte;
- b) the Goods are manufactured supplied and installed in accordance with Deloitte Policies, are new and unused, of first class quality and durability and conform in all respects to their description and with the Specification and any samples;
- c) the Goods are fit for the purpose stated in the Agreement or if no purpose is stated, the purpose for which the Goods would ordinarily be used;
- d) the Goods will be free from Defects (including Defects in installation) whether actual or latent and whether in design, material or workmanship;
- e) the Goods will comply in all material respects with all relevant statutory requirements and standards issued from time to time by the International Organisation for Standards (ISO), ITU-T and any other applicable organisation or recognised standards body;
- f) the Documentation provided by the Supplier in respect of the Goods is or will be of such a standard as to enable suitably trained personnel of Deloitte to understand, use, operate and maintain the Goods to a level of competence sufficient for Deloitte's business purposes;
- g) where the Supplier modifies the Goods or any part of the Goods for Deloitte, such modification will not materially reduce the functionality of the Goods save to the extent that may be agreed by Deloitte in writing prior to the Supplier carrying out such modification; and
- h) The Goods shall conform with each Warranty for 12 months from the date of Acceptance (the "Warranty Period").

4.3 If any of the Goods are in breach of any Warranty during the Warranty Period, the Supplier will (at Deloitte's option and without prejudice to its other rights or remedies):

- a) repair the Goods promptly at the Deloitte Premises (and where that is not possible repair the Goods and redeliver them to Deloitte); or
- b) replace the Goods promptly with Goods that conform with the Warranties at no cost to Deloitte. If the Supplier fails to repair or replace any Goods within a reasonable period determined by Deloitte, Deloitte may either itself or through a third party, repair or replace the Goods and set off the cost of doing so against any sum Deloitte owes or will owe to the Supplier and recover any further amount outstanding from the Supplier as a debt. Deloitte's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

- 4.4 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.
- 4.5 The Warranties apply equally to any Goods repaired or replaced, in which case the Warranty Period shall be the longer of the remainder of the original Warranty Period or 6 months from the date of receipt of the repaired or replaced Goods by Deloitte.
- 4.6 Deloitte's rights under an Agreement are in addition to the statutory conditions (if any) implied in favour of Deloitte by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, and any successor or equivalent legislation.

SCHEDULE 2 – ADDITIONAL TERMS RELATING TO THE PROVISION OF SERVICES

1. GENERAL

- 1.1 The Supplier shall provide the Services during Working Day(s) (unless otherwise agreed with Deloitte) at the place specified in the Agreement or such other location as may subsequently be advised in writing by Deloitte to the Supplier.
- 1.2 All Services shall be delivered by the relevant Completion Dates, and time shall be of the essence in relation to the provision of the Services.
- 1.3 If the Services (or any parts of them) are not provided by the relevant Completion Date, Deloitte may terminate in whole or in part the relevant Agreement without cost or liability and where Deloitte exercise this option:
 - a) the Supplier shall refund to Deloitte in full any payments made by Deloitte to the Supplier in respect of such Services;
 - b) no further payment will be due from Deloitte in respect of such Services; and
 - c) where the Supplier is in possession of Deloitte's property in pursuance of providing the Services, it shall at its own expense return all such property to Deloitte and repair or replace (at the option of Deloitte) any such property that is lost or damaged while in the Supplier's possession, to the satisfaction of Deloitte.
- 1.4 Subject as herein provided Deloitte shall accept the Services immediately after the Supplier has demonstrated to Deloitte's satisfaction that the Services:
 - i) comply with the PO (if any) pursuant to which they are supplied;
 - ii) comply with the relevant Agreement;
 - iii) are in accordance with the Specification; and
 - iv) comply with the provisions of this Schedule 2

and "Acceptance" shall be construed accordingly for the purpose of this Schedule 2.

2. WARRANTIES

2.1 The Supplier warrants to Deloitte:

- 2.1.1 that the Services shall be provided to Good Industry Standards and to the best of the Supplier's ability using employees and sub-contractors possessing the appropriate qualifications, accreditations, skills, training and experience for all tasks assigned to them and it will ensure that Supplier Personnel will use that degree

of skill, care and diligence as would be expected from a professional skilled and experienced supplier engaged in the same type of business as the Supplier;

- 2.1.2 that it has the full power and authority to: (i) enter into this Agreement, (ii) grant the rights granted under this Agreement, and (iii) perform the Services and deliver the Deliverables and Documentation;
- 2.1.3 that Supplier Personnel will carry out the Services in such a way so as:
 - i) not to cause any material fault or malfunction in the Deliverables;
 - ii) not to cause any material interruption to the business (other than any agreed downtime and unavoidable interruption which is required in order to perform the Services in a proper and efficient manner) of Deloitte;
 - iii) to comply in all material respects with Deloitte Policies;
 - iv) to work in a cooperative manner with Deloitte and its subcontractors and ensure the effective performance of the Services;
- 3 that the Services will conform in all material respects to the relevant Specification and will comply in all material respects at the time the relevant Service is performed with all statutory requirements or regulations or any other standards relating to the Services and their supply that have been issued by any recognised and appropriate standards bodies;
- 4 that any Deliverables produced by the Supplier in the course of performing the Services shall comply with the applicable Warranties set out elsewhere in these Conditions;
- 5 that it shall provide a secure website link for any Services provided over the internet using at least commercially reasonable security methods, which shall include not less than 256 bit SSL encryption;
- 6 The Services and any websites, web pages, and software provided as part of the Services will be browser-neutral, and each of the foregoing will be developed and supplied in such a manner that they can be accessed, viewed, used, and have their content displayed in materially the same way notwithstanding the type of browser being used, including, Internet Explorer, Mozilla Firefox, Safari and Chrome unless otherwise agreed in a Purchase Order;
- 7 that if any software, libraries or code licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition ("**Open-Source Software**") is used by the Supplier in the provision of the Services, it will ensure compliance with its legal obligations in licence agreements for such Open Source Software that it uses; and
- 8 If Third-Party Software and Materials are used, Supplier shall immediately notify Deloitte and shall sub-licence to Deloitte, or obtain for Deloitte's benefit a licence from such third party for Deloitte to use such Third party Software in any manner in

connection with the Services on such terms and conditions as Deloitte may approve in advance in writing.

- 8.2 If any of the Services performed are found to be in breach of any Warranty, the Supplier will (without prejudice to Deloitte's other rights or remedies) re-perform the Services promptly at the Deloitte Premises at no cost to Deloitte.
- 8.3 If the Supplier fails to re-perform the Services within a reasonable period determined by Deloitte, Deloitte may either itself or through a third party, re-perform the Services and set off the cost of doing so against any sum Deloitte owes or will owe to the Supplier and recover any further amount outstanding from the Supplier as a debt. Deloitte's rights and remedies are in addition and without prejudice to its other rights and remedies at law.
- 8.4 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.
- 8.5 The Warranties apply equally to Services re-performed.

SCHEDULE 3 – SOFTWARE LICENCE TERMS

1. DELIVERY AND ACCEPTANCE

- 1.1 The Supplier shall deliver the Software to Deloitte and (where appropriate, if not pre-installed by the Supplier or installed by Deloitte) install the same at the Deloitte Premises in accordance with the relevant Agreement and the Specification.
- 1.2 The Supplier shall in accordance with an acceptance plan mutually agreed between the Parties conduct acceptance tests in respect of the Software at the Deloitte Premises during a 14 calendar day acceptance period (or such other acceptance period as agreed by Deloitte, to commence once the Software is operational.)
- 1.3 Deloitte shall accept the Software immediately after the Supplier has demonstrated to Deloitte's satisfaction that the relevant Software:
 - i) complies with the PO (if any) pursuant to which it is supplied;
 - ii) complies with the relevant Agreement;
 - iii) is in accordance with the Specification;
 - iv) complies with the provisions of this Schedule 3

and "Acceptances" shall be construed accordingly for the purposes of this Schedule 3 and upon Acceptance, Deloitte shall if requested by the Supplier sign the Supplier's acceptance certificate acknowledging Acceptance of the relevant Software by Deloitte.

2. RISK AND TITLE

- 2.1 Risk in and title to the Media shall pass to Deloitte on the date of Acceptance.
- 2.2 If any part of the Media shall thereafter be lost, destroyed or damaged by Deloitte, the Supplier shall at the request of Deloitte replace the same promptly subject to Deloitte paying the reasonable costs associated with such replacement.
- 2.3 The Supplier shall at all times retain ownership of the Software.

3. LICENCE

- 3.1 The Supplier hereby grants to Deloitte an irrevocable, non-exclusive, perpetual licence to use, copy, install, maintain, modify, enhance and adapt the Software throughout the world and to allow members of the Deloitte Group to do the same.
- 3.2 Deloitte may also assign its licence to use the Software (or any part thereof) to any third party to which it may outsource the operation of a part of Deloitte's

operations or business provided such third party enters into a direct undertaking to respect the terms of this Schedule 3 with the Supplier.

- 3.3 The grant of rights in this paragraph 3 shall also include implementation (in accordance with the reasonable written instructions of Deloitte) of new releases, versions and upgrades to the Software.

4. WARRANTIES

- 4.1 The Supplier shall provide Deloitte with the benefit of any Manufacturer's warranties in respect of the Software and the Media (if any) and the Supplier shall not supply the Software or the Media in a form or state which would invalidate or alter in any way the Manufacturer's warranty or guarantee.

- 4.2 In addition to the provisions of paragraph 4.1 above, the Supplier warrants to Deloitte as follows:

- a) the Supplier's title to and property in and to the Software is free and unencumbered, and the Supplier has the right, power and authority to licence the same to Deloitte;
- b) the Software conforms in all material respects to its description (if any) and with the Specification;
- c) the Software is fit for the purpose stated in the Agreement or if no purpose is stated, the purpose for which the Software would ordinarily be used;
- d) the Software will be free from Defects which materially affect the performance or functionality of the Software;
- e) the Software will comply in all material respects with all relevant statutory requirements and any relevant industry standards issued by any applicable organisation or recognised standards body;
- f) the Software will be supplied free of any known computer code programming instruction or set of instructions that damages, interferes with, or otherwise adversely affects computer program data files or hardware without the consent of the computer user, including self-propagating programme instructions (all commonly called "Viruses") and when providing Services, the Supplier will not knowingly introduce any Viruses to any of Deloitte's computer systems;
- g) any new software releases, versions or upgrades supplied to Deloitte under an Agreement will include any data conversion software required to enable Deloitte to continue reading and writing data using the Software in the same manner as previous software releases, versions or upgrades;
- h) new releases, versions and upgrades will not cause a material diminution in the functionality or the performance of the Software;

- i) neither the performance nor functionality of the Software will be adversely affected by dates, and all relevant years will be recognised as leap years;
- j) the Software is capable of performing its functions for more than one currency and also for the Euro, and will comply with all legal requirements applicable to the Euro; and
- k) the Documentation provided by the Supplier in respect of the Software is or will be of such a standard as to enable suitably trained personnel of Deloitte to understand, use, operate and maintain the software to a level sufficient for Deloitte's business purposes

and for the purpose of this paragraph 4.2 the term "Software" shall include where relevant new software releases, versions, upgrades, and Media.

- 4.3 The Software and Media shall conform to each of the Warranties set out in paragraph 4.2 from Acceptance for the longer of 12 months or the period of any standard warranty as applies to any Software or Media supplied by the Supplier ("Warranty Period").
- 4.4 The Supplier warrants that each of the new releases, versions and upgrades shall conform to each of the Warranties set out in paragraph 4.2 for the longer of the remainder of the original Warranty Period or 6 months from the date the new releases, versions and/or upgrades were supplied to Deloitte.
- 4.5 The Warranties in paragraph 4.2 shall not apply to the extent that Deloitte makes or causes to be made to the defective Software any modifications in breach of this licence or if Software has been altered, repaired, installed or relocated by any party other than the Supplier or the Supplier's agents unless such alteration, repair, installation or relocation shall have been performed in accordance with Supplier's consent or standards therefor.
- 4.6 If any Software, new release, version, upgrade or Media is in breach of any Warranty during the relevant Warranty Period, the Supplier shall, at Deloitte's option and at the Supplier's own expense:
 - a) carry out all such alterations or corrections as are necessary to cause the Software, new release, version, upgrade or Media to comply fully with this Schedule 3 by repairing or replacing it; or
 - b) refund to Deloitte any and all Charges paid by Deloitte for the Software, new release, version upgrade or Media as applicable. If the Supplier fails to repair or replace the Software, new release, version, upgrade or Media as applicable within a reasonable period determined by Deloitte, Deloitte may do so either itself or through a third party and set off the cost of doing so against any sum Deloitte owes or will owe to the Supplier and recover any further amount outstanding from the Supplier as a debt. Deloitte's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

- 4.7 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.
- 4.8 The Warranties apply equally to Software, new release, version or upgrade and Media which have been repaired or replaced, in which case the Warranty Period shall be the longer of the remainder of the original Warranty Period or 6 months from the date of repair or replacement.

5. TRAINING AND MAINTENANCE SERVICES

- 5.1 The Supplier shall provide such training in respect of the Software as is necessary to allow Deloitte to use it.
- 5.2 At Deloitte's request, the Supplier shall provide such Software maintenance services as Deloitte may require and in the event of such a request by Deloitte, the Parties shall (acting reasonably) negotiate in good faith to agree Charges in respect of the same.

SCHEDULE 4 – ADDITIONAL IPR LICENCE TERMS

1. DELIVERY AND ACCEPTANCE

- 1.1 The Supplier shall deliver the Licensed IPR to the Deloitte Premises in accordance with the relevant Agreement and the Specification.
- 1.2 Deloitte shall accept the Licensed IPR immediately after the Supplier has demonstrated to Deloitte's satisfaction that the relevant Licensed IPR:
 - i) complies with the PO (if any) pursuant to which it is supplied;
 - ii) complies with the relevant Agreement;
 - iii) is in accordance with the Specification; and
 - iv) complies with the provisions of this Schedule 4.

and "Acceptance" shall be construed accordingly for the purposes of this Schedule 4 and upon Acceptance, Deloitte shall if requested by the Supplier sign the Supplier's acceptance certificate acknowledging Acceptance of the Licensed IPR by Deloitte.

2. TITLE

The Supplier shall at all times retain ownership of the Licensed IPR.

3. LICENCE

The Supplier hereby grants to Deloitte an irrevocable, non-exclusive, perpetual licence to use, copy, install, maintain, modify, enhance and adapt the Licensed IPR throughout the world and to allow members of the Deloitte Group to do the same. Deloitte may also assign its licence to use the Licensed IPR (or any part thereof) to any third party to which it may outsource the operation of a part of Deloitte's operations or business provided such third party enters into a direct undertaking to respect the terms of this Schedule 4 with the Supplier.

4. WARRANTIES

- 4.1 The Supplier warrants to Deloitte as follows:
 - a) the Supplier's title to and property in and to the Licensed IPR is free and unencumbered, and the Supplier has the right, power and authority to licence the same to Deloitte;
 - b) the Licensed IPR conforms in all material respects to their descriptions (if any) and with the Specification;
 - c) the Licensed IPR will be free from material Defects; and

- d) the Licensed IPR will comply in all material respects with all relevant statutory requirements and any relevant industry standards issued by any applicable organisation or recognised standards body.
- 4.2 The Licensed IPR shall conform to each of the Warranties set out in paragraph 4.1 for 12 months from the date of their Acceptance (“Warranty Period”).
- 4.3 If any Licensed IPR is in breach of any Warranty during the Warranty Period, the Supplier shall, at Deloitte’s option and at the Supplier’s own expense:
- a) carry out all such alterations or corrections as are necessary to cause the Licensed IPR to comply fully with this Schedule 4 by correcting or replacing it; or
 - b) refund to Deloitte any and all Charges paid by Deloitte for the Licensed IPR. If the Supplier fails to correct or replace the Licensed IPR within a reasonable period determined by Deloitte, Deloitte may do so either itself or through a third party and set off the cost of doing so against any sum Deloitte owes or will owe to the Supplier and recover any further amount outstanding from the Supplier as a debt. Deloitte’s rights and remedies are in addition and without prejudice to its other rights and remedies at law.
- 4.4 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.

SCHEDULE 5 – DELOITTE POLICIES



Third Party
Governance Policy Sta

Appendix 2

The Services

[INSERT DETAILS OF THE SERVICES TO BE PROVIDED]

Appendix 3

The Charges

[INSERT DETAILS OF THE CHARGES]

ANNEX 1: DETAILS OF PROCESSING OF DELOITTE PERSONAL DATA

This Annex 1 includes certain details of the Processing of Deloitte Personal Data as required by Article 28(3) GDPR.

1. Subject matter, nature and purpose of processing: [Note: Include a short description of the processing of personal data – e.g in connection with the provision of x Services.];
2. Duration: [for the term of the Agreement];
3. Types of Personal Data and categories of data subjects: [Note: Include a short description. If such a description appears elsewhere in the Agreement, it is not necessary to include it here.]
4. The obligations and rights of Deloitte and the Deloitte Group are set out in the Agreement.