



LLOYDS BANK PLC TERMS & CONDITIONS FOR PURCHASE ORDER

INTRODUCTION

Lloyds Bank plc has agreed to engage the Supplier to provide the Goods and/or Services on the terms and conditions set out in this Contract.

1. Definitions and Interpretation

1.1 These are the Terms and Conditions on which the Supplier will provide the Goods and/or Services. In conjunction with the Order Form, these Terms and Conditions form the Contract between the Supplier and the Bank.

1.2 In this Contract the following words and expressions shall have the following meanings:

Additional Service Recipient
has the meaning set out in clause 2.1.7;

Affiliate(s)
means with respect to any entity any other entity directly or indirectly, Controlling, Controlled by, or under common Control with such entity;

Anti-Bribery Policy
has the meaning set out in clause 28.1.3;

Anti-Slavery Requirements
means all Applicable Laws, Bank Policies as they relate to Modern Slavery, regulations, rules and codes in relation to slavery, servitude and forced or compulsory labour and human trafficking including but not limited to the UK Modern Slavery Act 2015;

Applicable Laws
means any of the following, to the extent that it applies to a party, Service Recipient or any sub-contractor:

- (a) any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgement or decree;

(d) any applicable industry code, guidelines, policy or standard including but not limited to the FCA Handbook and PRA Rulebook; and

(e) any applicable guidance, direction, policy, rule or order that is given by a Regulatory Body in any jurisdiction applicable to this Contract,

each as in force, or as may be amended, from time to time;

Apportioned Rights

means those Services and rights to receive and use Services and Goods which are Apportioned to the Separating Entity;

Apportionment

means any apportionment, as between the Separating Entity and the remaining members of the Lloyds Group, of: (i) the right to receive and use the Goods and/or Services (which for the avoidance of doubt may include the provision of the same Goods and/or Services to each Separating Entity and the remaining members of the Lloyds Group); and/or (ii) payment of the charges, made by the Bank for the purposes of clauses 24.4.1 and 24.4.2 and "Apportioned" shall be construed accordingly;

Bank
means Lloyds Bank plc;

Bank Affiliate
means an Affiliate of the Bank;

Bank Authorised Representative
means the individual set out in the Order Form or whose identity is notified to the Supplier from time to time;

Bank Data
means any data or information in any form or medium provided by or on behalf of the Bank to the Supplier or which the Supplier is required to process as part of the Services under this Contract including without limitation any Personal Data;

Bank Dependencies
means those items, if any, set out as 'Bank Dependencies' under the Order Form;

Bank Employees
means any employee, officer, agent or any other person

whatsoever acting for or on behalf of the Bank or otherwise under the Bank's control and direction engaged in the provision of the Services and Goods;

Bank Policies

means such internal policies and codes of the Bank and/or the Service Recipients as may be notified to the Supplier from time to time (including those concerned with health and safety, staff requirements, procedures and processes, IT and data security requirements, branding policies and ITEC rules, contact with customers and premises security and the Code of Supplier Responsibility);

Bank System

means the hardware, software, peripherals, servers, applications, end user devices and server devices, network systems and equipment used within the environment of the Bank or of any Service Recipient, whether hosted internally or externally by the Bank, any Service Recipient or any third party;

Business Continuity and Disaster Recovery Plan

means a plan which sets out the procedures to be adopted by the Supplier in the event that the Goods and/or Services or any data is damaged or becomes unavailable by reason of a Disaster (including the procedures to be taken by the Supplier in planning and providing for any such event) as set out in Clause 30.2;

Charges

means the Charges set out in, or calculated in the Order Form;

Confidential Information

means all information which is imparted or obtained under or in connection with this Contract (whether before or after the Effective Date) in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of a party, all know-how, trade secrets, products, operations, processes, product information and unpublished information, and any other commercial, financial or technical

information relating to the customers, business or prospective business of a party;

Contract

means these Terms and Conditions and each and every Order Form formed pursuant to these Terms and Conditions;

Contract Year

means any period of twelve (12) months commencing on the Effective Date or an anniversary thereof;

Control

has the meaning set out in sections 450, 451 and 1124 of the Corporation Tax Act 2010 and "Controlling" and "Controlled" shall be interpreted accordingly;

"Data Protection Laws"

means:

- (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as "PECR", the "DPA 2018" and the "UK GDPR" accordingly); and
- (b) any code of practice or guidance published by a Data Protection Supervisory Authority or other relevant regulator from time to time;

Data Transfer Agreement

means an agreement between the Bank and the Supplier which includes provisions in relation to Restricted Transfers and supplements this Agreement and may be either a Data Transfer Agreement (Direct Transfers) or a Data Transfer Agreement (Indirect Transfers) (as applicable);

Data Transfer Agreement (Direct Transfers)

means a Data Transfer Agreement which relates to the Bank carrying out a Restricted Transfer directly to the Supplier;

Data Transfer Agreement (Indirect Transfers)

means a Data Transfer Agreement which relates to the Supplier carrying out a Restricted Transfer to a Third Party Provider;

Deliverables

means the items to be created and/or supplied by the Supplier to the Bank pursuant to this Contract, including without limitation any items as set out in the Order Form, (including any hosted item(s), designs, articles, reports, components or raw materials, hardware, software, methodologies, plans, processes, procedures, user guides, Conduct related management information and other documentation, artwork, graphic, copy, models, photographs, and materials) and all drafts or materials related to or supporting the same; but excluding the Goods;

Delivery Address

means the address set out in the Order Form;

Delivery Date(s)

means the date(s) set out in the Order Form or, if not specified, the delivery date agreed between the parties for delivery of any specified Deliverables;

Disaster

means an event defined as a Disaster in the Business Continuity and Disaster Recovery Plan;

Divestment

has the meaning set out in clause 24.1;

Documentation

means the operating manuals, user instructions, technical literature and other related materials (whether in hard copy or electronic format) necessary for the use, reproduction, modification and/or enhancement of the Services and Goods (including but not limited to, program listings, flowcharts, diagrams, design documentation and interface information);

Effective Date(s)

means the date(s) set out in the Order Form;

Employment Regulations

means the Acquired Rights Directive (Council Directive

77/187/EEC) as amended by Council Directive 98/50/EEC and consolidated by Council Directive 2001/23/EEC, as may be amended, supplemented or replaced from time to time, the Transfer of Undertaking (Protection of Employment) Regulations 2006, any other local implementing legislation which gives effect to those Directives and/or any other local laws or regulations which have the same or similar effect;

End Client

means a medium-sized or large organisation (as defined in section 61K(3), Part 2, Chapter 10 of the Income Tax (Earnings and Pensions) Act 2003) responsible for assessing whether Off-Payroll Working Regulations apply where receiving services from a worker through its Intermediary;

EU GDPR

means Regulation 2016/679 of 27 April 2016 the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

Exit Period

means the period commencing on the date on which a termination notice is served and ending on the date when the Bank confirms that it no longer requires the Supplier's assistance in accordance with clause 14.3;

FCSA Accredited Umbrella Company

means a company that employs contractors and freelance professionals to complete numerous assignments at various locations for recruitment agencies and/or End Clients. This umbrella company has (i) a direct employment contract with the contractor or professional and (ii) a service contract with the agency and/or End Client. The umbrella company is accredited by the Freelancer & Contractor Services Association ("FCSA");

Force Majeure

has the meaning set out in clause 29.1;

GDPR

means the EU GDPR and/or the UK GDPR, as the context requires;

Good Industry Practice

means in relation to any undertaking and any circumstances and in particular the provision of services to regulated financial institutions, the exercise of that degree of

professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or an internationally recognised company engaged in the same type of activity under the same or similar circumstance;

Goods

means the goods or any part of them (including hardware, if any) and Documentation to be provided or made available by the Supplier to the Bank under this Contract, as set out in the Order Form;

Intellectual Property Rights

means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyright and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protections of a similar or equivalent form in any relevant jurisdiction;

Intermediary

means a worker's personal service company however could also mean a partnership, managed service company, or another person;

JV

means a joint venture or similar arrangement (whether by means of a corporate structure, contractual relationship, or otherwise) entered into from time to time between the Bank or a member of the Bank Group and one or more third parties;

Losses

means all losses, liabilities, damages, demands, actions, fines, penalties, costs, charges claims and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest);

Malware

means any software, computer program, code or programming instructions intentionally constructed with the ability to damage, adversely alter, adversely interfere with or otherwise adversely affect, computer programs, data files,

equipment, software or operation of computer systems, including the Bank Systems or Supplier Systems, or any other computer program code typically designated to be a 'virus', 'worm', 'trojan', 'ransomware', 'time or logic bomb', 'disabling code', 'authorisation key', 'licence control utility' or 'software lock' or 'routine key-logger', 'sniffer', 'backdoor' or similar;

Modern Slavery

means slavery, servitude and forced or compulsory labour and human trafficking;

Off-Payroll

means the off-payroll working rules as set out in the Income Tax (Earnings and Pensions) Act 2003 Part 2, Chapter 8 and Part 2 Chapter 10;

Order Form

means the purchase order form which sets out details of the Goods and/or Services to be provided;

Parallel Contract

has the meaning set out in clause 24.3.3;

Performance Requirements

means the performance requirements as set out in the Order Form, if any;

Regulatory Body

means the Financial Conduct Authority, the Prudential Regulatory Authority, the Bank of England, Banking Ombudsman, the UK Information Commissioner's Office, HM Revenue and Customs, the Consumer Credit Association, Advertising Regulator and any other regulatory or quasi-regulatory, administrative, or taxation body or court or listing authority which regulates or governs the Bank or a Service Recipient and any replacement or successor body in any relevant jurisdiction from time to time;

Relevant Requirements

has the meaning set out in clause 28.1.1;

Restricted Country

means a country, territory or jurisdiction that is outside the UK or the European Economic Area which is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable);

Restricted Transfer

means the transfer, storing or processing of Personal Data in a

Restricted Country, either through:

- a) direct transfer or remotely (e.g. via outsourcing, as part of business continuity arrangements, cloud arrangements, offshore models etc.);
- b) remotely accessing, or allowing remote access to, the Bank's information systems; and/or
- c) an onward transfer of Personal Data from a receiving Party under a. or b. above, to a further member of its Group or any Third Party Provider;

Separating Entity

has the meaning set out in clause 24.1;

Separation Date

has the meaning set out in clause 24.1;

Service Levels

means the service levels set out in the Order Form, if any;

Service Recipients

has the meaning set out in clause 2.1;

Services

means the services to be provided by the Supplier under this Contract as set out or referred to in the Order Form, including (where applicable) the provision of any Deliverables or Documentation;

Special Resolution Event

means any of the following events affecting the Bank and/or a Bank Affiliate:

- (a) the making by the court of a bank insolvency order or a bank administration order in respect of the Bank and/or a Bank Affiliate;
- (b) a bail-in or other compromise of the claims of the creditors of the Bank and/or a Bank Affiliate;
- (c) any other event resulting from the exercise of a Regulatory Body's powers in connection with resolution or recovery; or
- (d) a deterioration in the financial circumstances or the stress, resolution or restructuring of the Bank and/or a Bank Affiliate,

each pursuant to the UK Banking Act 2009, the Financial Services and Markets Act 2000, the Financial Services (Banking Reform) Act 2013 (in each case,

as amended from time to time), or any other future legislative or regulatory measures (in each case, as amended from time to time) extending to financial institutions or their affiliates relating to the establishment of a framework for the recovery and resolution of credit institutions and investment firms, or equivalent resolution legislation applicable to non-UK parties and having the aim of safety and effectively resolving a financial institution or its group in financial difficulties;

Specification

means the specification(s) for the Services and Goods set out in the Order Form or, in the absence of any such specifications, the standard specifications produced by the Supplier applicable to such Services and Goods;

Specified Employees

has the meaning set out in clause 16.1;

Sub-processor

means any Data Processor engaged by the Supplier (or by any other Sub-processor) for carrying out any processing activities in respect of the Personal Data in connection with the performance of the Supplier's obligations or exercise of its rights under this Contract;

Successor Supplier

means any person, firm, or company who succeeds the Supplier in providing the Services and Goods (or any part of) or Services and Goods which are the same or substantially similar to the Services and Goods (or any part);

Supplier

means the person, firm or company set out in the Order Form;

Supplier Authorised Representative

means the individual set out in the Order Form;

Supplier Employees

means any employee, officer, agent or any other person whatsoever acting for or on behalf of the Supplier (including but not limited to Specified Employees) or otherwise under the Supplier's control and direction (and includes temporary staff, workers, temporary workers, consultants, agents, sub-contractors and third parties) engaged in the provision of the Services and Goods;

Supplier System

means the hardware, software, peripherals, servers, applications, end user devices and server devices, network systems and equipment used within the environment of the Supplier, whether hosted internally or externally by the Supplier or any third party;

Term

means the term of this Contract as set out in the Order Form;

Terms and Conditions

means these general conditions of purchase;

Third Party Beneficiaries

has the meaning set out in clause 2.3;

Warranty Period

means twelve (12) months from Acceptance of the Services and Goods;

Working Days

means Monday to Friday except public holidays in England.

1.3 A contract (incorporating the Terms and Conditions) for the sale and purchase of Goods and/or Services will become binding on the parties:

1.3.1 upon written acceptance by the Bank of the Supplier's quotation; or

1.3.2 upon written acceptance by the Supplier of a proposed Contract submitted by the Bank which is not preceded by a quotation from the Supplier; or

1.3.3 upon failure by the Supplier to notify the Bank that the Order Form is not accepted within a period of 5 days of despatch of the Order Form and Terms by the Bank.

1.4 The quantity, quality and description of the Services and/or Goods shall be those set out in the Order Form. The Bank may at any time agree in writing with the Supplier alterations to the Specifications, delivery time or place and/or quantity specified in the Contract not yet fulfilled or not completed.

1.5 These Terms and Conditions shall apply to and form part of this Contract. They will apply in place of and prevail over any terms and conditions contained in or referred to in any documentation submitted by the Supplier or in correspondence or elsewhere and any purported provisions to

the contrary shall have no effect. Where there is a conflict between the constituent parts of this Contract, the following order of precedence shall apply:

1.5.1 these Terms and Conditions;

1.5.2 the Order Form (unless explicitly stated that the relevant provision of the Terms and Conditions is amended by cross-reference in which case the Order Form shall prevail);

1.6 In this Contract:

1.6.1 references to a "person" include an individual, a body corporate and an unincorporated association of persons;

1.6.2 references to a party to this Contract includes references to the successors or assignees (immediate or otherwise) of that party;

1.6.3 any terms in the singular shall include the plural and vice versa;

1.6.4 reference to a clause means a clause of this Contract; and

1.6.5 headings are included for convenience only and may not be used in construing/interpreting this Contract.

1.7 All of these clauses shall apply to the supply of each of the Goods and/or Services except where the application to one or the other is specified.

1.8 Reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent reenactment or amendment of the same.

2. Service Recipients

2.1 This Contract and the Goods and/or Services (including but not limited to any related goods and/or Deliverables and/or documentation and materials) provided by or on behalf of the Supplier are for the benefit of the Bank and, where applicable, the following other parties:

2.1.1 any third party that has contracted, or contracts

from time to time, with the Bank or another member of the Lloyds Group to provide goods or services, including but not limited to facilities management services, outsourced services or maintenance services;

2.1.2 any other member of the Lloyds Group;

2.1.3 any employee, officer, consultant or agent of the Bank or of any other member of the Lloyds Group;

2.1.4 any JV;

2.1.5 any Separating Entity;

2.1.6 any third party that acquires any Separating Entity; and

2.1.7 any other person that the Bank may notify to the Supplier from time to time (each an **"Additional Service Recipient"**) following the commencement date of this Contract;

each a **"Service Recipient"**.

2.2 This Contract and the Services and/or Goods and co-operation and assistance provided by or on behalf of the Supplier are for the benefit of the Bank and, where applicable, the Service Recipients. The Supplier acknowledges and agrees that the Goods and/or Services provided by the Supplier under this Contract may be made available by the Bank for the other Service Recipients. To the extent that the Bank makes available any part or all of the Goods and/or Services to one of more other Service Recipients, the obligation to pay for the Goods and/or Services shall remain with the Bank, except where the parties agree otherwise. For the purposes of this Contract, all such Service Recipients shall receive the benefit of the Goods and/or Services and/or Services provided and the benefits of any licences granted under this Contract, but shall not be responsible for any obligations owed by the Bank to the Supplier. All references to "Bank" in respect of receiving a benefit under this Contract shall be read and construed to include the Service Recipients, including but without limitation, any indemnity in favour of the Bank.

2.3 Each of the Service Recipients will be third party beneficiaries under this Contract (**"Third Party Beneficiaries"**) in respect of every term of this Contract. The Third Party Beneficiaries will be entitled to enforce the terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

2.4 Without prejudice to clause 2.3, any Losses suffered by the Third Party Beneficiaries shall, to the extent permitted by Applicable Law, be deemed to be Losses suffered by the Bank and, subject to the limitations and exclusions of liability set out in clause 15, will be recoverable by the Bank against the Supplier.

2.5 All claims from any of the Third Party Beneficiaries against the Supplier shall be brought, to the extent permitted by Applicable Law, by the Bank itself on behalf of the relevant Third Party Beneficiary. Where the Bank, having complied with this clause 2.5, is expressly prevented by a decision of the English courts from bringing a claim on behalf of such Third Party Beneficiary for any reason (including a decision of the English courts that the Bank is not an interested party in the proceedings), then the relevant Third Party Beneficiary will be entitled to bring the claim directly against the Supplier pursuant to clause 2.3.

2.6 If the Bank brings a claim against the Supplier which includes Losses incurred by a Third Party Beneficiary, where such Third Party Beneficiary has already recovered such Losses from the Supplier, the claim brought by the Bank will be reduced by the amount of those Losses recovered and paid to the relevant Third Party Beneficiary.

2.7 Unless the context requires otherwise:

2.7.1 references to the Bank receiving the Services and/or Goods and/or using any Deliverables, (including but not limited to any related goods, software, documentation, data, information, assistance or cooperation and materials) will include, to the extent that they receive the Services and/or Goods or use any Deliverables, the other Service Recipients;

2.7.2 references to the Bank's:

a) assets, systems, business, operations or the like; or

b) customers, contractors, advisors or other similar third parties,

will include, to the extent that they are receiving the Services and/or Goods and/or co-operation or assistance and/or using any Deliverables, those of the other Service Recipients; and

2.7.3 references to the Bank providing or receiving an item (including data, personal data or information) pursuant to this Contract will include items provided by or to the Service Recipients.

3. Term

3.1 This Contract shall start on the Effective Date and shall be effective for the Term (subject to any earlier termination in accordance with clause 13).

3.2 The Supplier acknowledges that:

3.1.1 its appointment pursuant to the terms of this Contract and each Order Form shall be on a non-exclusive basis and nothing in this Contract or an Order Form shall or shall be deemed to prevent the Bank or any Service Recipients from appointing any party to provide services the same as or similar to the Services provided by the Supplier;

3.1.2 the Bank does not, nor does any member of Lloyds Group, guarantee to place with the Supplier a minimum number of Order Forms in any year of this Contract;

3.1.3 it shall promptly notify the Bank of any developments (including issues raised by its own auditors) which may affect its ability to fulfil its obligations under this Contract and/or the Order Form (including its entering into any agreement, undertaking or relationship which could have a significant effect (positive or negative) on its performance under this Contract and/or the Order Form).

4. Provision of the Goods

4.1 The quantity, quality and description of the Goods shall be those set out in the Order Form and the Supplier shall ensure the Goods provided are in accordance with the terms of this Contract, including but not limited to the relevant Specification(s).

4.2 The Supplier shall ensure that the Goods shall:

4.2.1 comply with the relevant Specification;

4.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Bank, expressly or by implication, and in this respect the Bank relies on the Supplier's skill and judgment;

4.2.3 be free from defects in design, materials and workmanship; and

4.2.4 comply with all Applicable Laws and all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.3 Where the Goods require or entail use or processing of goods, property or facilities of the Bank, the Supplier shall satisfy itself as to their safety and suitability for the Goods and unless written notice to the contrary is given to the Bank before the provision of the Goods, the Supplier shall be deemed to have satisfied itself accordingly.

5. Performance of the Services and Delivery of any Deliverables

5.1 The Supplier shall provide the Services and deliver any Deliverables and any other services, functions and responsibilities which are necessary for, or incidental to, the proper provision of the Services to the Bank, in accordance with the terms of this Contract, including but not limited to the Order Form, including the quantity and description set out therein.

5.2 The Supplier shall provide the Services and perform its other obligations under this Contract:

5.2.1 in accordance with the relevant Specification;

5.2.2 with all reasonable skill and care;

5.2.3 in accordance with Good Industry Practice;

5.2.4 in accordance with all Applicable Laws;

5.2.5 in such a manner, in the Bank's sole reasonable discretion, that will not bring the Bank's and/or any of the Bank's Affiliates' names, products and/or brands into disrepute;

5.2.6 using only Supplier Employees that are appropriately qualified, experienced, competent and appropriately supervised to perform the tasks allocated to them, and using a sufficient number of such Supplier Employees, and where requested by the Bank, have undergone appropriate criminal and security vetting prior to being deployed in connection with the Services in accordance with Bank Policies.

5.3 The Supplier shall perform the Services and provide any Deliverables in accordance with any dates specified for such performance in the Order Form. Services which do not have specified dates for completion shall be provided by the Supplier as soon as reasonably practicable. For any specified time frames for performance of the Services, time shall be of the essence concerning performance of those Services.

5.4 The Supplier warrants and undertakes that it will without delay notify the Bank of any development that may have a material impact on its ability to provide the Services or the Bank's ability to receive or use the Services effectively in compliance with all Applicable Laws or its obligations and responsibilities under this Contract, or a risk relating to the Bank System and shall ensure that it provides such information to the Bank in advance of any discussions with any third party (including a Regulatory Body, to the extent permitted by Applicable Laws) in relation to the relevant circumstances or risks (provided that this Clause 5.4 shall not prevent the Supplier from discussing such circumstances or risks (without disclosing actual risks) with its relevant subcontractors to the extent necessary to mitigate the

effects of such circumstances and risks). The Supplier will advise the Bank of the steps that it is taking to mitigate the delay and the expected duration of the delay. The giving of such notice shall not prejudice the Bank's rights under this Contract, and/or the Supplier's obligations to meet any agreed dates specified for the performance of the Services and/or Deliverables.

5.5 The Bank may at any time, upon notice to the Supplier, suspend, postpone or reduce all or part of the Services and/or Deliverables under this Contract. Such notice will specify the commencement of the suspension, postponement or reduction, the estimated duration of the same and relevant Order Forms. Upon receiving the notice of suspension, postponement or reduction, the Supplier shall implement the same, at no cost to the Bank. The Bank may withdraw any suspension, postponement or reduction by notice to the Supplier, in which case the Supplier shall resume its provision of the Services and/or Deliverables under this Contract and relevant Order Form.

5.6 The Supplier will maintain for the duration of the term of this Contract all records, documents and information required to enable the Bank to have a complete and accurate understanding of the Services provided under this Contract, including without limitation up to date policies, procedures, documentation, manuals, code, and details of the assets and equipment used to provide the Services. Such records, documents and information shall be suitable, true and accurate, and shall be maintained in a manner consistent with the requirements of the Financial Conduct Authority (or any successor body), the stock markets and any guidelines, policies, practices and procedures specified or issued by the Bank from time to time (including maintaining accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier shall update such records, documents and information on a regular basis and shall promptly provide the Bank with access to the records, documents and information upon the Bank's reasonable request.

5.7 The Bank shall be entitled to terminate this Contract immediately where the Supplier in the Bank's reasonable and honestly held belief commits a

breach of any of the provisions of clauses 5.1 to 5.6 inclusive.

6. Delivery of the Goods

6.1 The Supplier shall supply the Goods:

6.1.1 to the Delivery Address, as instructed by the Bank before delivery;

6.1.2 on the Delivery Date; and

6.1.3 during the Bank's normal hours of business (on a normal Working Day), or as instructed by the Bank.

6.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Address.

6.3 The Supplier shall be responsible for all export, transit and import customs clearance formalities including but not limited to any required licences, security clearances, pre-shipment inspections, import or export duties or any other official authorisations.

6.4 The Supplier shall ensure that:

6.4.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

6.4.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

6.4.3 if the Supplier requires the Bank to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

6.5 If the Supplier:

6.5.1 delivers less than 95% of the quantity of Goods ordered, the Bank may reject the Goods in totality; or

6.5.2 delivers more than 105% of the quantity of Goods ordered, the Bank may at its discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Bank accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

7. Inspection and Rejections

7.1 If any Goods delivered or Services rendered by the Supplier are defective in materials, quality or workmanship or otherwise not in conformity with requirements or Specifications of the Order Form, the Bank shall have the right to:

7.1.1 reject the Goods and/or Services and treat the Contract as discharged by the Supplier's breach and require repayment of any part of the price which has been paid. The Supplier shall bear the risk of damage to, or loss of, and all handling and transportation costs (including return delivery costs) for defective Goods delivered; or

7.1.2 require the Supplier to supply replacement Goods or re-perform the Services in accordance with any delivery times stipulated by the Bank. The Bank shall be entitled to a reduction in price reflecting the reduced value attributable to non-conformance.

The above rights shall exist notwithstanding payment or any prior inspection or test, and do not affect any rights to which the Bank may be entitled at common law including but not limited to the Bank's right to claim general and/or special damages by reason of the Supplier's breach.

7.2 Without prejudice to the foregoing, in relation to software and hardware the Supplier shall be required to demonstrate to the Bank that such Goods are complete, operational, and perform in accordance with the Specifications (and any other requirements agreed by the parties in writing) by the due date set out in the Order Form (or the date otherwise notified to the Supplier in writing by the Bank) except where any delay or failure is solely as a result of a failure on the part of the Bank.

7.3 Pursuant to clause 7.2, the Supplier shall be required to demonstrate to the Bank that any software and/or hardware has passed such acceptance tests as the Bank may reasonably specify (and any other tests agreed in writing by the parties) by the due date set out in the Order Form (or the date otherwise notified to the Supplier in writing by the Bank) ("Acceptance Test").

7.4 If any hardware or software fails to pass an Acceptance Test, the Supplier shall have 7 days in which to correct such Goods and re-submit them to the Bank, following which they shall again be subject to the approval of the Bank and a repeat of any or all of the applicable Acceptance Tests.

7.5 If any software and/or hardware fails a second Acceptance Test the Bank may, at its option and sole discretion (and without prejudice to any other remedies it may have): (i) require such Goods to be further corrected within 7 days; (ii) terminate the Contract with immediate effect; (iii) accept such Goods as is (with a reduction in the price calculated on the reduced value of such Goods to the Bank as reasonably assessed by the Bank); (iv) remove such Goods from the scope of the Contract (with a corresponding reduction in the price); or (v) have such Goods corrected or developed by a third party at the Supplier's expense.

7.6 Subject to the specifics of the relevant sign-off process, the Services and Goods will be considered successfully completed when:

7.6.1 the Bank Authorised Representative has signed off on the Services and Goods ("Acceptance"); and

7.6.2 the Services and Goods meet their specification and performance requirements.

7.7 Payment by the Bank for the Goods and/or Services shall not of itself be deemed to constitute acceptance that the Goods and/or Services meet their specification and performance requirements. Acceptance shall not constitute a form of waiver of the Bank's rights hereunder.

8. Charges and Payment

8.1 In consideration of the provision of the Goods and/or Services and all other activities to be provided by the Supplier (including but not limited to the provision or creation of any Deliverables), the Bank shall pay to the Supplier

the Charges set out in the Order Form.

8.2 All Charges shall be exclusive of any applicable VAT but inclusive of any other duties, taxes or levies. Subject to clause 8.6, the Charges represent the entire payment to be paid by the Bank pursuant to this Contract and the Bank shall not be subject to any other charges including, but not limited to, all other taxes, duties, carriage and delivery costs, royalties, or levies, all of which shall be borne by the Supplier.

8.3 If no price is stated on the Order Form for the Goods and/or Services, the price/charges for the Goods and/or provided by that resource shall be the lowest price currently quoted or charged at the date of the order by the Supplier for those Goods and/or Services (as applicable) but in no event higher than the price most recently charged to the Bank by the Supplier for those Goods and/or Services.

8.4 Unless expressly stated in the Order Form, no travel, accommodation, subsistence or other expenses shall be due to the Supplier from the Bank.

8.5 Unless otherwise stated in the Order Form, the Supplier will invoice the Bank on or after acceptance of the Goods and/or Services and monthly in arrears in respect of the Services, by sending an invoice to the Bank at the address stipulated in the Order Form. All invoices submitted to the Bank must identify this Contract and the Services and/or Goods to which the invoice relates. The Supplier will not be entitled to submit an invoice without a duly authorised purchase order.

8.6 The Bank shall pay a valid and properly due invoice within thirty (30) days of its receipt unless there is a dispute relating to the amount of the invoice and subject to the Supplier complying with its obligations under this Contract. If the Bank does not pay a valid and properly due invoice within such period, the Supplier may, in addition to the invoice amount, charge the Bank late payment annual interest of two per cent (2%) above the base rate from time to time of the Bank of England of the invoice amount provided that it has first given at least fourteen (14) days prior written notice of its intention to do so, and provided further that payment remains outstanding at the end of such notice period. Late payment interest shall accrue on a daily basis. However, where any invoice is disputed by the Bank, interest shall only start to accrue from the date upon which the Bank confirms that

such invoice is valid and properly due.

8.7 The parties hereby agree that clause 8.6, taken with other provisions of this Contract, provide a substantial remedy to the Supplier for late payment of the Charges and accordingly, statutory interest in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 shall not apply.

8.8 The Bank shall pay any value added tax that is properly chargeable in relation to the Charges at the rates prescribed by law at the time such Charges become due, provided that the Supplier has first provided the Bank with a valid value added tax invoice.

8.9 The Supplier shall ensure that any payments made to the Bank under this Contract shall not be made by a relevant financial institution (as defined in the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions Order 2014).

9. Risk and Title

9.1 The Goods shall be at the risk of the Supplier until delivery and acceptance by the Bank (including passing any necessary Acceptance Tests) at the place of delivery specified in the Order Form. Ownership of the Goods shall pass to the Bank on completion of delivery (including any off-loading) in accordance with the Order Form, except that if the Goods are paid for before delivery, ownership shall pass to the Bank once payment has been made. The passing of ownership in the Goods is without prejudice to any right of rejection to which the Bank may be entitled under this Contract or otherwise.

9.2 The Supplier shall not deliver the Goods in instalments without the Bank's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Bank to the applicable remedies set out in clause 11.1 and 11.2 respectively.

10. General Obligations

10.1 General Obligations of the Supplier:

10.1.1 the Supplier represents, warrants and undertakes to ensure that:

a) it has and shall ensure that all Supplier Employees have, and shall continue to have for the duration of this

Contract and for such time after the expiry or termination of this Contract as is necessary for the proper performance of its obligations under this Contract, full capacity and authority and all necessary authorisations, licences and consents, necessary to enter into and to perform this Contract in accordance with the terms of this Contract;

b) as at the date of this Contract, the Supplier is not subject to any of the circumstances listed in clause 13.2.6;

c) it has the necessary skill, expertise and experience to provide the Goods and/or Services and perform its obligations hereunder, and that all Supplier Employees have the necessary skill, expertise and experience to provide the Goods and/or Services;

d) all Supplier Employees cooperate with the Bank's employees and other suppliers and the Supplier shall co-operate with the Bank and follow all instructions and guidance from the Bank regarding the provision of the Services;

e) the Goods and/or Services will not in any manner infringe or violate any Intellectual Property Rights, nor any contractual, employment or property rights, duties of nondisclosure or other rights of third parties;

f) the Services and/or Goods and/or Documentation will not contain or utilise any unauthorised third party Confidential Information;

g) all of the Supplier's liabilities, responsibilities and obligations pursuant to this Contract shall be fulfilled in compliance with Applicable Law and the Supplier agrees to indemnify, keep indemnified and hold the Bank (and the

- Service Recipients) harmless from and against any claims, demands, actions, proceedings, and Losses arising from any breach, or alleged breach, of this warranty;
- h) it has not acted and will not act fraudulently or dishonestly and the Supplier agrees to indemnify, keep indemnified and hold the Bank (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings and Losses arising from any breach, or alleged breach, of this warranty;
- i) there are no material outstanding litigation, arbitration or other disputed matters to which the Supplier is a party which may have a material adverse effect upon the fulfilment of the Supplier's liabilities, responsibilities and obligations pursuant to this Contract;
- j) the Goods shall conform in all material respects to the relevant Specification for the Warranty Period;
- k) the Documentation shall be such that it enables users to make full use of the Goods and/or Services and will provide clear and simple instructions to enable a beginner to use the main functions;
- l) it provides detailed records of all duties carried out in relation to the provision of the Services and/or Goods (including but not limited to copies of all references and checks obtained by the Supplier in respect of the Supplier Employees in accordance with the Bank's referencing and vetting procedures and provide copies of such records and reports to the Bank);
- m) the Supplier and the Supplier's Employees have not and shall not do anything that may, in the Bank's sole reasonable discretion,
- damage the reputation of the Bank.
- n) it shall maintain a system for identifying and managing explicit or potential conflicts of interest to ensure that no such circumstance jeopardises the efficient provision of the Services or otherwise adversely affect the Bank;
- o) it shall maintain operational systems and controls and a risk management structure that are: (i) appropriate to the nature and complexity of the Services; (ii) compliant with Applicable Laws relating to the Supplier such that the Bank is able to satisfy its regulatory obligations relating to systems and controls; and (iii) in accordance with Good Industry Practice;
- p) without prejudice to any other clause, the Goods and/or Services shall comply with all Applicable Laws in respect of accessibility (as may be amended, updated or superseded from time to time) including but not limited to the Equality Act 2010, the Disability Discrimination Act 1995 (NI) and the Web Content Accessibility Guidelines 2.2 and in respect of which, the Goods and/or Services shall meet at least level "AA" conformance; and
- q) nothing shall be inserted into the Bank System, including any viruses, Malware or malicious code and the Supplier agrees to indemnify, keep indemnified and hold the Bank (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings, and Losses that the Bank and/or Service Recipients do or will incur or suffer arising out of or in relation to the introduction of Malware or any vulnerability onto the Bank System or the Supplier System by Supplier Employee(s), including all costs incurred by the Bank and/or the affected
- Service Recipients in taking all steps necessary to remove the Malware or vulnerability from systems and remediate the effects of such Malware or vulnerability.
- 10.1.2 The Supplier acknowledges that the Bank is relying wholly and exclusively on the Supplier's skill, expertise and knowledge to provide the Services and/or Goods to meet the Bank's business requirements.
- 10.1.3 The Supplier will immediately remove any Supplier Employees deployed in relation to the provision of the Services and/or Goods in the event such person commits a criminal offence of any kind (including fraud, gross misconduct, or breach of confidentiality or security). In the event that the Supplier becomes aware that any Supplier Employee has committed a criminal offence to the prejudice of the Bank (for example, theft of the Bank's property) the Supplier will inform the Bank and report the facts to the Police in all cases. The Supplier shall promptly replace any removed Supplier Employee with a suitable alternative.
- 10.1.4 The Supplier undertakes in all instances to comply with all the Bank's security policies and requirements as notified to the Supplier by the Bank and updated from time to time.
- 10.1.5 If, within the Warranty Period or as soon as reasonably practicable thereafter, the Bank notifies the Supplier of any defect or fault in the Goods or Services, in consequence of which it fails to conform to any of the warranties in clause 10.1.1, without prejudice to any other claims the Bank may have against the Supplier, the Supplier shall, at the Bank's option, promptly repair or replace the Goods or Services so as to be in compliance.
- 10.1.6 If a Service Recipient receives any of the Services, the Supplier shall ensure that (to the extent it is within its control to do so) Bank Employees will only have access to Service Recipient data (including personal data) to the

extent necessary to perform activities for which the Bank is responsible in relation to the Services.

10.1.7 The Supplier shall comply promptly with any request by a Regulatory Body for information (which without limitation shall include documents whether stored electronically or otherwise) made directly to the Supplier or via the Bank. Where appropriate the Supplier shall respond directly to the Regulatory Body. Furthermore, the Supplier shall co-operate with the Regulatory Body and assist the Bank in any dealings with the Regulatory Body which are relevant to the arrangements comprised in this Contract.

10.2 General Obligations of the Bank:

10.2.1 The Bank shall ensure that the Bank has, and shall continue to have for the duration of this Contract and for such time after the expiry or termination of this Contract as is necessary for the proper performance of its obligations under this Contract, full capacity and authority and all necessary authorisations, licences and consents to enter into and to perform its obligations under this Contract.

10.2.2 The Bank shall perform all such further obligations as may be specifically assigned to it in the Order Form.

10.2.3 The Bank shall comply with the Bank Dependencies. The Supplier shall not be liable for a breach of this Contract if and to the extent the Supplier's non-performance results directly from the Bank's failure to comply with a Bank Dependency provided that the Supplier notifies the Bank in writing as soon as it becomes aware of the Bank's failure and uses all reasonable endeavours to mitigate the failure and to perform and/or provide the Services and/or Goods, notwithstanding the failure.

11. Bank Remedies

11.1 The Supplier must notify the Bank immediately if it cannot perform the Services or deliver

the Goods on or before the dates required. If the Supplier fails to deliver the Goods within three (3) days of the Delivery Date and/or perform the Services by any applicable date agreed between the parties, the Bank shall, without limiting its other rights or remedies, have the following rights:

11.1.1 liquidated damages may apply in which case the relevant milestones and applicable daily rate shall be agreed and documented in the Order Form which the parties confirm then represents a genuine pre-estimate of the Bank's loss during the period such liquidated damages are accruing;

11.1.2 to recover from the Supplier any costs incurred by the Bank in obtaining substitute Goods and/or Services from a third party;

11.1.3 where the Bank has paid in advance for Goods and/or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or

11.1.4 to claim damages for any additional costs, loss or expenses incurred by the Bank which are in any way attributable to the Supplier's failure to meet such dates.

11.2 If the Supplier has provided Goods and/or Services that does not comply with the undertakings set out in clauses 4 and 5.1 to 5.2 inclusive, then, without limiting its other rights or remedies, the Bank shall have one or more of the following rights, whether or not it has accepted the Goods and /or Services:

11.2.1 to reject the Goods and/or Services (in whole or in part) whether or not title has passed and to return it to the Supplier at the Supplier's own risk and expense and to require the Supplier to repair or replace the rejected Goods and re-perform the Services (without charge to the Bank), or to provide a full refund of the price of the rejected Goods and/or Services (if paid);

11.2.2 to terminate this Contract with immediate effect by giving written notice to the Supplier by reason of the Supplier's breach of contract provided that the Supplier has first been given an opportunity to

remedy such breach pursuant to clause 13.2.2;

11.2.3 to recover from the Supplier any expenditure incurred by the Bank in obtaining substitute Goods and/or Services from a third party; and

11.2.4 to claim damages for any additional costs, loss or expenses incurred by the Bank arising from the Supplier's failure to provide the Goods and/or Services in accordance with clauses 4 and 5.1 to 5.2 inclusive.

11.3 In the event of any default hereunder, the Supplier shall:

11.3.1 without limiting the rights set out in clause 11.2, as soon as practicable, arrange all additional resources as reasonably necessary to perform its obligations set out in this Contract and to ensure that the failure does not recur; and

11.3.2 remedy the cause of the Supplier's failure to perform.

11.4 The accrual and payment of liquidated damages or service credits are price reductions to reflect a reduced level of service and, accordingly, are not compensatory or a remedy in any way.

11.5 The provisions of this Contract shall extend to any substituted or remedial services and/or repaired or replacement Goods and/or Services supplied by the Supplier.

11.6 The Bank's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

12. Not used.

13. Termination

13.1 The Bank, at the Bank's sole option and in its absolute discretion, by giving written notice to the Supplier, may terminate for convenience this Contract (or any Order Form) as of the date specified in the notice of termination. The Bank shall give the Supplier at least one (1) month's notice of its termination for convenience of the Services. The parties acknowledge and agree that no other amounts shall be due from the Bank to the Supplier in connection with termination of this Contract (or any Order Form) under this clause 13.1, beyond the applicable Charges for the one (1) month of Services during the notice period.

13.2	The Bank may, by giving written notice, terminate this Contract or any part thereof (including any individual Order Form) with immediate effect and by reason of the Supplier's breach of contract, if:	unit(s) engaged in the provision of the Services;	Charges relating to the Goods and/or Services) when due in respect of this Contract except where the same is disputed by the Bank.
13.2.1	termination is recommended by a Regulatory Body, or where a failure to do so would put the Bank in breach of its regulatory requirements;	13.2.8 the Bank (acting reasonably) determines it is, or is likely to be, in breach of Applicable Law as a result of either (i) entering into, or performance of the obligations or exercise of rights under or pursuant to, this Contract (or any Order Form); or (ii) payments made under or pursuant to this Contract (or any Order Form);	13.5 The Supplier cannot terminate this Contract in accordance with clause 13.4 unless the Supplier has given the Bank:
13.2.2	the Supplier is in material breach (being a single event or series of events which together amount to a material breach) of this Contract which: (i) is capable of remedy but the Supplier has failed to remedy within thirty (30) days of written notice from the Bank requiring it to do so; or (ii) is not capable of remedy (other than by the payment of money);	13.2.9 the Supplier is in breach of clause 4.2.4;	13.5.1 written notice to the Head of Group Operations and Commercial Legal, the relevant Sourcing Category Head and the business owner responsible for the delivery of the service at the Bank no later than fourteen (14) days from the due date for payment of the relevant invoice pursuant to clause 8.6;
13.2.3	the Supplier fails to achieve any of the Service Levels more than five (5) times within any period of three (3) consecutive months;	13.2.10 the Supplier commits any breach of clauses 17 (Confidentiality), 18 (Data Protection) or the Bank's security policy; or	13.5.2 sixty (60) days' written notice of the Bank's failure to make such payment; and
13.2.4	the Service Credits incurred by the Supplier in any month exceeds ten per cent (10%) of the Charges that would have been payable for that month had such Service Level breaches not occurred;	13.2.11 where a Regulatory Body recommends or requires the Supplier to cure certain defaults and the Supplier fails to do so within the time period required by the Regulatory Body.	13.5.3a further fourteen (14) days' written notice to the Bank of its intention to terminate after the expiry of the sixty (60) day period.
13.2.5	the Supplier (or any person associated with the Supplier who is providing goods and/or Services in connection with this Contract) is in breach of clause 28;	Terminations pursuant to clauses 13.2.3 and 13.2.9 to 13.2.11 shall automatically be deemed to be terminations arising by reason of the Supplier's breach of contract; terminations pursuant to any of the other provisions of this clause 13.2 shall only be deemed to be a termination arising by reason of the Supplier's breach of contract if the termination trigger has arisen by virtue of a breach by the Supplier of its obligations under this Contract.	14. Consequences of Termination
13.2.6	the Supplier becomes unable to pay its debts in the ordinary course of business, passes a resolution for winding up or has a receiver or administrator appointed over all or any of its assets, becomes insolvent (whether voluntary or involuntary), placed in liquidation or if the Supplier ceases to carry on business as a going concern, or if the Supplier suffers any event analogous to or comparable with any of the above in any jurisdiction;	13.3 In any of the circumstances set out in this clause 13 in respect of which the Bank may terminate this Contract, the Bank may instead terminate any element of the provision of Goods and/or Services or any part of or the whole of the Order Form and this Contract to which the termination event may relate. Any such partial termination will lead to an equitable reduction in the Charges as described in the Order Form or, if not so described, that reflects the reduced scope or amount of the Goods and/or Services.	14.1 Termination or expiry of this Contract shall not affect any accrued rights or liabilities of either party and nor shall it affect the coming into force or remaining in force of any provision which is intended expressly or impliedly to come into or remain in force.
13.2.7	there is a change of Control of the Supplier or a material part of the Supplier's business	13.4 Without prejudice to any other rights or remedies it may have and subject to clause 13.5, the Supplier, by giving written notice to the Bank, may terminate this Contract with effect from the date specified in the notice of termination, which date shall not fall before the expiry of the sixty (60) day period described in clause 13.5, if the Bank fails to make payments (which, in aggregate, exceed two (2) months' total	14.2 In the event of termination or expiry of this Contract for any reason, the Supplier shall:
			14.2.1 repay to the Bank any amount which it may have been paid in advance in respect of the Goods and/or Services not provided or procured by the Supplier;
			14.2.2 provide reasonable assistance to the Bank to the extent reasonably required to facilitate a smooth termination and/or transition of responsibilities;
			14.2.3 ensure that the benefit of any licences or rights granted to the Bank under this Contract will be retained by the Bank, or, in the event that the Bank engages another supplier to provide the Goods and/or Services, will be granted to such supplier to enable the continuation of the provision of services

- similar to the Goods and/or Services to the Bank;
- 14.2.4 return, destroy or permanently erase (as directed in writing by the Bank) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the Bank containing, reflecting, incorporating or based on Confidential Information belonging to the Bank or any third party. If required by the Bank, it shall provide written evidence no later than fourteen (14) days after termination of this Contract that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for audit purposes only and subject to the confidentiality obligations in clause 17); and
- 14.2.5 return or destroy (at the Bank's option) any Bank Confidential Information and any Bank data in such format and on such media as the Bank may reasonably require.
- 14.3 On termination of the provision of any Services to the Bank or any Service Recipient or termination of this Contract (and for the duration of the Exit Period) the Supplier shall provide the Bank and/or the Service Recipient with all assistance they reasonably require to assist them in transitioning such Services so as to avoid any detriment to the continuity and quality of the provision of the Bank's and any Service Recipients' services to their customers and shall continue to provide the relevant Services for a reasonable transition period on the terms set out in this Contract.
- 14.4 Within three months of the Effective Date, the Supplier shall submit to the Bank a plan describing how the Supplier will facilitate the orderly transfer of part or all of the Services to the Bank or a replacement supplier or other subcontractor on termination of such services (the "Exit Plan"). The Exit Plan shall provide details of all of the assets and equipment used in the provision of the Services, and shall include a draft timetable and estimated costs for the transfer of the Services. The Bank shall consider the provisions of that plan and shall notify the Supplier of any amendments it believes are necessary. The Supplier shall incorporate all reasonable amendments requested by the Bank in the Exit Plan. When agreed, the Exit Plan shall be signed by both parties. The Supplier shall issue an updated copy of the Exit Plan whenever there is a material change to the Services and, in any event, at least once per Contract Year and following the service of any termination notice. Following any such update, the Supplier shall provide an updated copy of the Exit Plan to the Bank and amend it in accordance with any reasonable comments made by the Bank (and, following the service of a termination notice or within six (6) months prior to the expiry of this Contract, in accordance with any details provided by the Bank in respect of how it intends to transfer the Services in practice).
- 14.5 The Bank and the Supplier shall comply with the exit management requirements set out in any current Exit Plan. For the avoidance of doubt, such obligations may extend beyond the date of termination or expiry of this Contract (or relevant part hereof) for any reason and in such event the provisions of this Contract shall remain in force in respect of exit management and the consequences of termination or expiry.
- 14.6 The Supplier shall not, without the Bank's consent, encumber any Supplier equipment used to provide the Services in any way which would require the consent of a third party to the exercise by the Bank of its rights under any current Exit Plan or which would in some other way restrict the exercise by the Bank of its rights under that Exit Plan.
- 15. Liability**
- 15.1 Neither party excludes liabilities associated with the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 15.2 Neither party excludes or limits liability to the other party in respect of any liability for death or personal injury resulting from a party's negligence, any liability for fraud or fraudulent misrepresentation by a party or to the extent such limitation or exclusion is not permitted by Applicable Law.
- 15.3 The Supplier agrees not to exclude or limit its liability to the Bank in respect of the indemnities provided under this Contract.
- 15.4 Subject to clauses 15.1, 15.2 and 15.3, neither party will be liable to the other party for any indirect, consequential or special loss arising out of, or in connection with, this Contract.
- 15.5 In respect of loss and damages not covered by clauses 15.1, 15.2 or 15.3, each party's entire liability to the other, whether arising in contract, tort, negligence, misrepresentation, for breach of duty or otherwise, shall be limited to the greater of two (2) times the total amount paid or payable in respect of this Contract or one million pounds sterling (£1,000,000) in respect of each claim or series of related claims.
- 15.6 In the event that a Service Recipient suffers loss or damage due to the acts or omissions of the Supplier, in addition to any amount the Bank may be able to recover for itself, the Bank may recover from the Supplier an amount equal to the amount that the Bank would have been able to recover had the loss or damage been suffered by the Bank rather than the Service Recipient.
- 16. Employees**
- 16.1 The Supplier will provide the services of any employees as may be identified in the Order Form ("**Specified Employees**"), to perform the Services.
- 16.2 The Specified Employees will perform the Services for the period specified in the Order Form in accordance with any timetable, unless terminated earlier in accordance with this Contract. Unless otherwise agreed by the Bank, the Specified Employees will perform the Services on a full time basis, and the Supplier will maintain accurate timesheets for all hours worked by Specified Employees in performing the Services (and the same will be made available to the Bank upon request).
- 16.3 The Supplier Employees may be changed as follows:
- 16.3.1 at the Bank's request, the Supplier will provide additional Supplier Employees to perform Services;
- 16.3.2 the Supplier shall not remove any Specified Employees without the prior written consent of the Bank, unless any such Specified Employee leaves the employment of the Supplier, dies or becomes unfit for reasons of disability, mental or physical incapacity or otherwise becomes ill. In such case, the Supplier shall

- promptly supply a new replacement individual to fulfil that role (unless the Bank notifies the Supplier in writing that a replacement is not required) and in the event of any replacement of employees, the Supplier shall ensure that a full and effective knowledge transfer process is in place;
- 16.3.3 at the Bank's request, the Supplier will immediately remove any Supplier Employee if the Bank is not satisfied (acting reasonably) with the individual's performance or conduct. In such case, the Supplier shall promptly supply a new replacement individual of comparable skills and experience for that role (unless the Bank notifies the Supplier in writing that a replacement is not required); and/or
- 16.3.4 the Bank, on giving five (5) days' notice, may require that any of the Supplier Employees no longer provide the Services.
- 16.4 The Supplier represents, warrants and undertakes to ensure that it and all of the Supplier Employees (including those of any sub-contractor):
- 16.4.1 perform the Services in a competent, professional, timely and efficient manner, with all due skill, care and diligence, under competent supervision and in accordance with Good Industry Practice;
- 16.4.2 use their best efforts to conduct themselves in the Bank's best interests; and
- 16.4.3 do not accept any commission, gift or other financial benefit or inducement from any supplier or potential supplier to the Bank.
- 16.5 The Supplier shall indemnify and keep indemnified the Bank, any Affiliate, Service Recipient or Successor Supplier in respect of any Losses whatsoever suffered or incurred by any of them (whether directly or indirectly) in connection with or as a result of any allegation or finding that, upon expiry or termination of this Contract (whether in whole or in part) or the cessation of provision of the Services and/or Goods (or any part of the Services and/or Goods), the Employment Regulations apply to transfer to the Bank or its Affiliate, Service Recipient or a Successor Supplier the employment of any person or any liabilities arising in relation to or in connection with any such person, including (without limitation) all Losses arising in connection with or as a result of the employment and termination of employment of any such person both before and after the date of transfer (or alleged transfer).
- 16.6 Nothing in this Contract shall be construed as:
- 16.6.1 entitling the Supplier or the Supplier Employees to receive any benefits (including but not limited to medical, life, accident or disability insurance, pensions, unemployment or worker's compensation, profit sharing plans or redundancy payments) received by employees of the Bank; or
- 16.6.2 requiring the Bank to pay, in respect of the Supplier Employees, any income taxes or social security or related contributions.
- 16.7 Where Services require the Supplier Employees to have their own individual access to the Bank System and/or premises, the provision of the Services to the Bank shall include only a supply of personnel engaged as either (i) permanent members of staff of the Supplier or permanent members of staff of a sub-contractor or sub-outsourcer (excluding personal service companies or employees of personal service companies), (ii) agency workers (as PAYE workers), (iii) employees of an FCSA Accredited Umbrella Company or (iv) fixed term contractors on a PAYE basis.
- 17. Confidentiality**
- 17.1 Save as is otherwise required by law or any Regulatory Body or other regulatory authority, each party undertakes that during the Term of this Contract and thereafter it will (i) use the Confidential Information solely for the purposes of fulfilling its obligations under this Contract; and (ii) keep secret and will not without the prior written consent of the other party disclose to any third party any Confidential Information provided by or on behalf of the other party pursuant to or otherwise in connection with this Contract.
- 17.2 To the extent that it is necessary to implement the provisions of this Contract, either party may disclose Confidential Information to its employees, agents or sub-contractors as may be reasonably necessary, provided that such party shall agree in writing in advance to comply with confidentiality obligations which are equivalent to this Clause 17 to the extent permissible under Applicable Laws.
- 17.3 Clause 17.1 shall not apply to Confidential Information which (a) is or enters the public domain other than by breach of this Contract, or (b) is obtained by a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or (c) is independently developed without access to the Confidential Information. Neither Party will be in breach of clause 17.1 to the extent it is required to disclose the other party's Confidential Information by any judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by Applicable Law, or in the case of the Bank and the Service Recipients to their potential financiers or to a stock exchange.
- 17.4 Each party shall indemnify the other party and keep the other party indemnified against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis), losses and damages arising from or incurred by reason of any breach by the other party of its obligations under this clause 17.
- 17.5 The parties each agree that, unless otherwise agreed by the parties, any Confidential Information relating to the other party remains the property of the other Party or Service Recipient and its disclosure shall not confer on them any rights (including any Intellectual Property Rights) over the Confidential Information whatsoever beyond those contained in this Clause 17.
- 17.6 The parties acknowledge that each party and Service Recipient will be entitled to equitable relief against the other (in addition to any other rights available under this Contract or at law) if any party breaches any of its obligations under this Clause 17.
- 17.7 The obligations of confidence under this Clause 17 shall survive the expiration or termination of this Contract and continue for as long as the information remains confidential.
- 18. Data Protection**

In this clause 18, the terms “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**” and “**processing**” (and “process”, “processes” and “processed” shall be construed accordingly) shall have the same meanings given to them in the Data Protection Laws. “**Data Processor**” and “**Data Controller**” shall have the same meanings given to “processor” and “controller” respectively in the Data Protection Laws.

18.1 The parties recognise that they shall each be processing Personal Data in connection with the performance of their obligations and/or exercise of their rights under this Contract and that the factual arrangement between them shall dictate the role of each party (as to Data Controller or Data Processor) in respect of the Data Protection Laws.

18.2 It is acknowledged that for the purposes of the Data Protection Laws the Bank or the Service Recipient (if applicable) is the Data Controller and the Supplier is acting as a Data Processor on behalf of the Bank.

18.3 The Supplier acknowledges that any Personal Data belongs to the Bank and undertakes (and shall procure that any Sub-processor shall undertake) that:

18.3.1 Personal Data shall only be processed in accordance with the Bank’s express instructions under this Contract, the Data Protection Laws or as provided in writing by the Bank’s authorised representative, unless required otherwise by Applicable Law;

18.3.2 it will notify the Bank promptly (unless prohibited from doing so) if:

- a) the Applicable Law to which it is subject requires it to process the Personal Data other than in accordance with the Bank’s instructions; or
- b) it is of the opinion that an instruction from the Bank violates the Data Protection Laws;

18.3.3 it will keep a record of any processing of Personal Data it carries out on behalf of the Bank and maintain any further records of such processing as the Bank may require to meet its obligations as a Data Controller. The Supplier shall provide a copy of

its record of processing to the Bank as soon as practicable;

18.3.4 Personal Data shall not be stored, copied, used, altered, deleted, accessed, modified or otherwise interfered with by the Supplier or by any Supplier Employees for any purpose other than as expressly required to perform the Supplier’s obligations under this Contract and / or work order and shall not be processed as a means to enhance or enrich any Personal Data to which this Contract and / or work order does not relate (which for the avoidance of doubt includes any Personal Data of which the Supplier or any customer of the Supplier is a Data Controller);

18.3.5 in the event that Personal Data is stored, copied, used, altered, deleted, accessed, modified or otherwise processed by the Supplier or by any Supplier Employees for any purpose other than as expressly required to perform the Supplier’s obligations under this Contract and / or work order, it will, upon notice from the Bank, immediately cease such processing; and

18.3.6 neither Personal Data nor any part of it shall be disclosed to any third party (which shall include any group company of the Supplier), agents or Sub-processors by the Supplier without the express prior written consent of the Bank; and if requested by the Bank, it shall promptly provide to the Bank a copy of all Personal Data held by it in the format and on the media reasonably specified by the Bank.

Employees

18.4 The Supplier shall ensure that all Supplier Employees and/or directors (i) are informed of the confidential nature of Personal Data; (ii) have undertaken and will undertake regular training in the laws relating to handling Personal Data, data privacy and information security at least annually, with evidence of completion; (iii) are aware both of the Supplier’s duties and their personal duties and obligations

under the Data Protection Laws and this Contract; (iv) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and (v) do not process Personal Data except on instructions from the Bank, unless he or she is required to do so by Data Protection Laws.

Sub-processors

18.5 The Supplier shall not engage any agent or sub-processor or permit any processing of Personal Data by any agents or sub-processors without the prior written consent of the Bank.

18.6 Where the Supplier sub-contracts its obligations under the terms of this clause, it shall do so only by way of a written agreement with the sub-processor (“**Sub-processor Contract**”) which meets the requirements of the Data Protection Laws and imposes equivalent (but no less onerous) obligations on the sub-processor in respect of Personal Data as are imposed on the Supplier under this Contract (including a Data Transfer Agreement), and in particular this section. The Supplier shall ensure that any such sub-processor provides sufficient guarantees that it will implement and maintain appropriate technical and organisational measures to ensure that its processing of Personal Data meets the requirements of the Data Protection Laws.

18.7 The Supplier shall remain fully liable to the Bank for any acts or omissions of the sub-processor under the terms of the Sub-processor Contract or the Data Protection Laws.

18.8 The Supplier shall provide a copy of the Sub-processor Contract to the Bank upon request, subject to reasonable confidentiality restrictions that may be applicable. The Supplier shall ensure that any confidentiality restrictions in the Sub-processor Contract do not prevent it showing to the Bank those provisions which demonstrate the Supplier’s compliance with its obligations under clause 18.6.

18.9 The Bank may require the Supplier by notice in writing to cease or suspend the sub-contracting of the processing of the Personal Data to the sub-processor if, in the reasonable opinion of the Bank, the sub-processor is unable to comply with the terms of the Sub-processor Contract or the Data Protection Laws.

Standards and procedures

18.10 The Supplier warrants (and shall procure that any Sub-processor warrants) that:

18.10.1 it has in place and shall maintain appropriate technical and organisational measures (including but not limited to, appropriate policies communicated to Supplier Employees, management of on-going compliance and effective security measures) in respect of Personal Data to prevent unauthorised or unlawful processing or use of, access to, or accidental loss, destruction or damage of, Personal Data to ensure the Bank's compliance with its obligations under the Data Protection Laws to keep data secure, including but not limited to and not inconsistent with the security measures referred to in this Contract;

18.10.2 in determining the measures to be maintained pursuant to clause 18.10.1 above, the Supplier shall:

- a) consider whether pseudonymisation or encryption of the Personal Data is appropriate;
- b) take into account the need to ensure on-going confidentiality, integrity, availability and resilience of systems and services processing personal data;
- c) take into account the need to be able to restore the availability and access to data in a timely manner in the event of a physical or technical incident;
- d) have in place a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

e) take into account the level of damage and/or distress that a Data Subject might suffer resulting from any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted stored or otherwise processed; and

f) collect, store, and process information in a manner which shall enable forensic analysis if required.

18.10.3 it will process Personal Data in compliance with the Data Protection Laws and such policies of the Bank as notified to the Supplier from time to time; and

18.10.4 it is and will remain throughout this Contract compliant with approved codes of conduct or certifications, e.g. ISO 27001/2, as agreed with the Bank.

18.11 The Supplier shall (and shall procure that any Sub-processor shall) ensure that Personal Data is:

18.11.1 stored in such a manner that they are readily identifiable and logically segregated from other data held by the Supplier for purposes not relating to this Contract;

18.11.2 not accessible by any parties who are not authorised to access such Personal Data and limited to those directors and/or Supplier Employees who need access to Personal Data to meet the Supplier's obligations under this Contract; and

18.11.3 held securely in accordance with such security arrangements and policies as the Parties may agree from time to time (such agreement not to be unreasonably withheld or delayed).

Return of Data

18.12 If any part of Personal Data or related equipment ceases to

be required for the performance of the Supplier's obligations under this Contract, including without limitation upon termination for whatever reason, the Supplier shall (and shall procure that any Sub-processor shall) return such Personal Data and equipment to the Bank, or at the Bank's discretion permanently and securely destroy or procure the secure destruction and provide written confirmation to the Bank of the same. Where the Supplier is required by law to retain a copy of Personal Data it shall, having previously notified the Bank of this requirement, be permitted to retain such Personal Data subject to observance of all the requirements of Applicable Law (including but not limited to the Data Protection Laws), and Good Industry Practice, and limited to such purpose(s) for which the Supplier is under a duty to retain it.

Data Subject Rights

18.13 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to a party's compliance with the Data Protection Laws, including but not limited to, a request from an individual to whom Personal Data relates for access to such Personal Data or to amend, transfer or delete or suppress such Personal Data or to exercise any other Data Subject rights under the Data Protection Laws, it shall (and shall procure that any Sub-processor shall) without undue delay and in any event, within 2 Working Days:

18.13.1 notify the Bank; and

18.13.2 provide the Bank with full co-operation and assistance in relation to any such complaint, notice, communication, activities or breach.

18.14 The Supplier shall ensure that it has appropriate technical and organisational measures in place to enable it to support the Bank in fulfilling its obligations to respond to requests for exercising Data Subjects' rights laid down in Chapter III of the GDPR.

18.15 The Supplier shall (and shall procure that any Sub-processor shall) not disclose Personal Data to any Data Subject or to a third party other than at the request of the Bank or as provided for in this Contract. The Supplier shall (and shall procure that

any Sub-processor shall) promptly comply with any request from the Bank requiring the Supplier to amend, transfer, delete or suppress Personal Data.

Collection of Personal Data

18.16 Where the Supplier obtains or collects any Personal Data on behalf of the Bank under this Contract it shall (and shall procure that any Sub-processor shall) ensure that the data can be lawfully processed, by all parties, in accordance with this Contract and that the information required by the Data Protection Laws is provided to the Data Subjects in the form of a data protection notice.

18.17 Where applicable, the Supplier shall ensure that its collection process obtains all necessary consents for the processing of Personal Data and evidence of such consents, and that such consents meet the standards set out in Article 7 of the GDPR. Such data protection notice, consent wording and method for evidencing such consents is to be agreed with the Bank in writing in advance. The Supplier shall (and shall procure that any Sub-processor shall) not modify or alter the form of these agreed words or methods in any way without the prior written consent of the Bank. Where the Supplier is collecting consent on behalf of the Bank, it shall also be responsible, unless otherwise agreed with the Bank, for implementing mechanisms to meet the requirement of Article 7(3) to make it as easy to withdraw consent as it is to give consent.

Provision of Information and Audits

18.18 The Supplier shall (and shall procure that any Sub-processor shall) promptly comply with any instruction from the Bank to comply with any agreement between the Bank and any Data Subject and with any court order or any enforcement notice or other information notice or special information notice (together Notices) or other request for information from the Information Commissioner's Office or other applicable Regulatory Body. The Supplier shall not communicate with any Regulatory Body in respect of Personal Data without the prior approval of the Bank.

18.19 The Supplier shall at its own expense assist the Bank in complying with any obligations under the Data

Protection Laws, including obligations to provide information to the Information Commissioner's Office or other applicable Regulatory Body or Data Subjects about Personal Data Breaches, to carry out privacy impact assessments and to consult with Regulatory Bodies regarding processing which is the subject of a privacy impact assessment.

18.20 The Supplier shall:

18.20.1 make available to the Bank all information necessary to demonstrate its compliance with the obligations set out in this clause 18; and

18.20.2 allow for and contribute to audits, including inspections, conducted by the Bank or its authorised representative.

International Data Transfers

18.21 Where the Supplier is established in a Restricted Country and the Bank intends to make a Restricted Transfer to the Supplier, the Bank shall not, and shall not be obliged to make such a Restricted Transfer until and unless a Data Transfer Agreement (Direct Transfers) is entered into by the parties. In the event of a conflict between this clause 18 and a Data Transfer Agreement (Direct Transfers), the Data Transfer Agreement (Direct Transfers) shall prevail except where (and in so far as) the conflicting terms of this clause 18 provide greater protection for Data Subjects than the Data Transfer Agreement (Direct Transfers), in which case this clause 18 shall prevail. Without prejudice to the generality of the foregoing, in no way shall the Data Transfer Agreement (Direct Transfers) take precedence over the limitations and exclusions of liability set out in the Contract.

18.22 Where the Supplier is not established in a Restricted Country, the Supplier shall not (and shall ensure that a Third Party Provider shall not) make a Restricted Transfer without the prior written consent of the Bank (which the Bank shall be entitled to withhold for any reason) and unless and until a Data Transfer Agreement (Indirect Transfers) is entered into by the parties. If and to the extent that the Bank, at its sole discretion, is satisfied that such consent shall be granted, the Bank shall grant

such consent, pursuant to and upon the execution of the Data Transfer Agreement (Indirect Transfers). In the event of a conflict between this clause 18 and a Data Transfer Agreement (Indirect Transfers), the Data Transfer Agreement (Indirect Transfers) shall prevail except where (and in so far as) the conflicting terms of this clause 18 provide greater protection for Data Subjects than the Data Transfer Agreement (Indirect Transfers), in which case this clause 18 shall prevail. Without prejudice to the generality of the foregoing, in no way shall the Data Transfer Agreement (Indirect Transfers) take precedence over the limitations and exclusions of liability set out in the Contract.

Breach notification

18.23 The Supplier shall (and shall procure that any Sub-processor shall) immediately without any undue delay and in any event within 24 hours, inform the Bank:

18.23.1 if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense;

18.23.2 if it becomes aware of or suspects a Personal Data Breach or any other unauthorised or unlawful processing, dishonest conduct or activities, loss of, damage to or destruction of Personal Data; and

18.23.3 if it becomes aware of or suspects any breach by the Supplier or any Sub-processor of any of its obligations under this Contract or the Data Protection Laws relating to Personal Data.

18.24 The Supplier shall (and shall procure that any Sub-processor shall) inform the Bank if it becomes aware of any advance in technology and methods of working which mean that the Supplier or the Bank should revise the security measures referred to in this Contract in order to: (i) meet its obligations under the Data Protection Laws; (ii) meet Good Industry Practice; or (iii) respond to cyber and/or fraud risks.

18.25 The Supplier shall (and shall procure that any Sub-

processor shall) indemnify the Bank and each Service Recipient on demand and keep the Bank and each Service Recipient indemnified fully at all times (notwithstanding any expiry or termination of this Contract) against all losses, liabilities, costs, claims, damages and expenses incurred by the Bank (and/or a Service Recipient) or arising out of any failure by the Supplier or its employees or agents to comply with its obligations under this clause 18 or the Data Protection Laws.

Conduct of Data Protection Claims

18.26 Notwithstanding anything to the contrary in this Contract, the Supplier will inform the Bank as soon as it becomes aware of a claim from a Data Subject or a third party in respect of the Personal Data and / or Personal Data relating to this Contract ("**Data Protection Claim**") and

18.26.1 the Bank shall have control of the defence and settlement of Data Protection Claims. The Bank shall use reasonable endeavours to minimise any losses to the Supplier;

18.26.2 if the Data Protection Claim is also made against the Supplier, the Supplier will have the right to participate in any defence and settlement of a Data Protection Claim at its own cost and upon written request;

18.26.3 the Supplier will not make admissions (except under compulsion of law), agree to any settlement or otherwise compromise the defence or settlement of the claim without the prior written approval of the Bank; and

18.26.4 the Supplier will give, at the Bank's reasonable written request all reasonable assistance in connection with the defence and settlement of the Data Protection Claim.

General

18.27 The Supplier shall not (and shall procure that any Sub-processor shall not), do or

omit to do anything which would cause the Bank to be in breach of its obligations under the Data Protection Laws.

18.28 The Supplier shall (and shall procure that any Sub-processor shall) notify the Bank in writing of an individual within its organisation authorised to respond from time to time with enquiries regarding any Personal Data, and the Supplier shall deal with such enquiries promptly.

18.29 Compliance by the Supplier with the provisions of this clause 18 (Data Protection) shall be at no additional cost to the Bank.

19. Intellectual Property

19.1 All information and materials provided to the Supplier by the Bank are and shall remain the Bank's property and the Supplier will not obtain any right, title, or interest therein.

19.2 All Intellectual Property Rights that belong to or are licensed to a party prior to the Effective Date, shall remain vested in, or licensed to, that party or its relevant Affiliate.

19.3 The Supplier will grant, or procure the grant of, an irrevocable, perpetual, royalty-free, world-wide, transferable, nonexclusive right to exploit, copy, create derivative works of and otherwise use in any manner, such Intellectual Property Rights derived from such information and/or material to the extent necessary to receive the Goods and/or Services. Notwithstanding the foregoing, the Bank will own all electronic or tangible copies of any Deliverables that are provided to the Bank as part of the provision of the Goods and/or Services.

19.4 The Supplier acknowledges that any rights granted by the Bank to use or exploit any of the Bank's Intellectual Property Rights will terminate immediately upon the termination of this Contract for any reason. All goodwill in respect of the Bank's Intellectual Property Rights shall remain with the Bank at all times.

19.5 The Supplier shall procure the irrevocable and unconditional waiver of all moral rights (or similar rights) in the Deliverables or Materials or otherwise arising in the performance of the Services.

19.6 Subject to clause 19.2, any Intellectual Property Rights in specifications, data or other material or products acquired or

created by the Supplier and/or Supplier Employees, or on the Supplier's and/or Supplier Employee's behalf, for the Bank and/or its Affiliates, (including Deliverables) shall vest in the Bank absolutely upon the creation of such Intellectual Property Rights and to the extent necessary to give effect to the foregoing the Supplier assigns (by way of present assignment of future rights in respect of rights not yet created) with full title guarantee all such Intellectual Property Rights to the Bank, including any Service Recipient, or its nominee, to take effect immediately on their creation. Where a third party has created items and/or materials (including Deliverables) on behalf of the Supplier specifically for the Bank the Supplier shall procure forthwith the assignment of all Intellectual Property Rights with full title guarantee in such items and/or materials (including Deliverables). The Supplier will (and will procure that the Supplier Employees will) enter into all such documents or arrangements or undertake or procure all acts necessary to give effect to clause 19.5 and this clause 19.6.

19.7 The Supplier warrants that the provision or receipt, licensing, sale, possession or use of the Goods and/or Services or any other material or items covered by this Contract, will not infringe or contribute to the infringement of any third party Intellectual Property Rights and the Supplier agrees to indemnify, keep indemnified and hold the Bank (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings and Losses arising from any breach, or alleged breach, of this warranty ("**IPR Claim**").

19.8 Without prejudice to any other right or remedy the Bank may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, the Supplier shall, at the Bank's option, as soon as possible and at the Supplier's own expense:

19.8.1 replace or modify the affected Goods and/or Services (including any of the Deliverables) with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of Goods and/or Services; or

19.8.2 procure for the Bank and its Service Recipients the right to continue receiving

and/or using the Goods and/or Services provided that there is no adverse effect on (including any reduction in the scope of use of) the Goods and/or Services.

19.9 If the Supplier elects to modify the item(s) or to supply substitute item(s) under clause 19.8.1 or to procure a licence in accordance with clause 19.8.2 but this has not avoided or resolved the IPR Claim, the Bank may return any Deliverables and any Documentation to the Supplier. Without prejudice to any other right or remedy the Bank may have, if the Bank does so, the Supplier shall refund all Charges paid by the Bank under this Contract and be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of this Contract.

19.10 The Supplier covenants with the Bank that it shall, both during and after the term of this Contract, at the request of the Bank, do all such further acts and execute all such documents as may from time to time be necessary to vest all Intellectual Property Rights as may be created pursuant to this Contract in the Bank or its nominee.

20. Use of the Bank's Name

20.1 The Supplier shall not, without the prior written consent of the Bank, in any manner publish the fact that the Supplier has provided or contracted to provide the Bank and/or Service Recipient with the Goods and/or Services or use the name of the Bank and/or Service Recipient in the Supplier's advertising or other publication.

21. Bank Policies and Procedures

21.1 The Supplier agrees, represents and warrants that it shall comply with all information, security, audit, referencing and vetting and other procedures, Bank Policies and requirements as updated and notified to it from time to time by the Bank and/or the Service Recipients. The Supplier shall maintain its own company policies, procedures and methods of business commensurate with matters appropriate to the proper control of its business. The Bank shall have the right to verify compliance with such policies at any time and the Supplier shall provide such information as the Bank requires for this purpose.

22. Audit

22.1 The Bank and Service Recipients and/or its agents and its authorised representative and external auditors and/or any Regulatory Body ("Audit Parties") shall have the right to conduct audit(s) of the Supplier, its Affiliates and its sub-contractors in respect of the performance of this Contract which shall include a right to:

22.1.1 inspect the Supplier's accounts, books, records (including timesheets if relevant) and any papers or recorded telephone calls relating in whole or in part to the subject matter or performance of this Contract; and/or

22.1.2 enter any facilities of the Supplier, its Affiliates and its sub-contractors in order to verify the prices and charges incurred by the Supplier, and take copies of any books, records, papers or recorded telephone calls for this purpose; and/or

22.1.3 enter any other premises from which the Goods and/or Services is/are created or stored and/or from which the Services or part of the Services are provided in order to verify that the Supplier is complying with its obligations under this Contract; and/or

22.1.4 conduct an operational audit of the Goods and/or Services.

22.2 The Supplier shall give the Audit Parties all reasonable assistance and full access to any systems it specifically uses to measure, monitor or assess the Services and Goods and to any data or results produced by such systems.

22.3 The Supplier shall comply, and shall procure that its Affiliates and subcontractors shall comply, with any reasonable request of any Regulatory Body during such Regulatory Body's audit of the Supplier.

22.4 If an audit identifies that the Supplier has failed to perform its obligations under this Contract, then, without prejudice to the other rights and remedies of the Bank, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to the Bank. If required by the Bank the Supplier will draw up and implement a remediation plan which shall be agreed with the Bank prior to its implementation.

22.5 The Supplier shall provide such access and assistance to the Audit Parties as is required to fulfil any request by a Regulatory Body in the course of carrying out its regulatory functions in accordance with Applicable Law (including but not limited to in accordance with the provisions of the UK Banking Act 2009, the Financial Services and Markets Act 2000 and the PRA Rulebook.

22.6 The Bank will provide reasonable notice to the Supplier of any intended audit, unless this is not possible due to a crisis or emergency situation, or where to do so would defeat the purpose of the audit (or where a Regulatory Body requires the audit to be undertaken and has not itself provided notice). The notice shall include the location and purpose of the audit and the personnel who will participate in it.

23. Dispute Resolution Procedure

23.1 It is the intention of the Bank and Supplier to resolve issues in a constructive and bona-fide way that reflects the concerns and commercial interests of each party. It is also the intention of the parties to resolve issues by the appropriate levels of authority within the Bank by escalating it to higher levels of management internally and then, if necessary, in accordance with the process set out in this clause 23.

23.2 The parties will attempt to resolve disputes between them arising out of or relating to this Contract using this dispute resolution procedure prior to the initiation of court proceedings. Nothing in this clause 23 will restrict, at any time whilst the dispute resolution procedure is in progress or before or after it is invoked, either party's freedom to seek any equitable remedy.

23.3 Disputes shall be referred to the following personnel of the parties in order of priority for escalation:

23.3.1 the Bank Authorised Representative and the Supplier Authorised Representative;

23.3.2 the head of function of the Bank Authorised Representative and the individual holding the corresponding role for the Supplier; and

23.3.3 the Bank accountable executive, and the individual holding the corresponding role for the Supplier.

23.4 The persons listed in clause 23.3 above will discuss the problems and attempt to resolve the dispute without unreasonable delay and without the necessity of any formal proceeding.	provide the benefit of the Apportioned Rights directly to such Separating Entity in accordance with such Apportionment, in which case the Supplier shall (as specified by the Bank) with effect from the Separation Date, make a fair and equitable Apportionment of the charges payable between the Separating Entity on the one hand and the remaining members of the Lloyds Group on the other; and/or	Applicable Laws and/or directions from a Regulatory Body; and/or (ii) otherwise agreed in writing by the relevant Separating Entity or Bank Affiliate,
23.5 The parties will use reasonable endeavours to resolve the dispute within twenty (20) Working Days for each escalation level set out in clause 23.3 above.		
24. Lloyds Group Divestment and Resolution		
24.1 The Supplier acknowledges that the Bank and/or the Lloyds Group may, at any date in the future during the term of this Contract (" Separation Date "), wish or be required, including: (i) by a Regulatory Body; (ii) in order to comply with Applicable Laws; or (iii) by reason of an order issued as a result of or in connection with a Special Resolution Event, to procure for any nominated Lloyds Group	24.3.3 enter into an agreement (" Parallel Contract ") with the Separating Entity or Bank Affiliate (as applicable), to take effect from the Separation Date or such other date as specified by the Bank and under which (unless otherwise agreed in writing between the parties):	and the parties hereby agree that the Bank shall not be a party to the Parallel Contract and shall have no further liability in respect of the Separating Entity or Bank Affiliate (as applicable) with effect from the Separation Date or such other date as specified by the Bank.
24.2 entity or for all or part of the business, assets, shares or liabilities of any nominated Lloyds Group entity (including, for the avoidance of doubt, any entity divested prior to the Effective Date where required by the Bank or where the Lloyds Group continues to provide services, or the benefit of services, to or in respect of that entity (each a " Separating Entity "), the ability to operate independently of the Lloyds Group (a " Divestment "), or to restructure all or any part of the Lloyds Group, including its corporate structure.	a) the Goods and/or Services to be provided to the Separating Entity or Bank Affiliate in accordance with the Apportionment are equivalent to Goods and/or Services, varied only as reasonably necessary to reflect those services required by the Separating Entity or Bank Affiliate as of the Separation Date;	24.4 In the event of the Supplier accruing a valid right of termination of this Contract and where such right either results from or is connected with the occurrence of a Special Resolution Event, the Bank shall be entitled to serve written notice upon the Supplier to suspend such termination right in the event that:
24.3 On the Bank's written request in connection with any such Divestment or restructuring, the Supplier agrees to:	b) the term of the Parallel Contract will commence on the Separation Date or such other date as specified by the Bank and will continue (as specified in writing by the Bank, Separating Entity or Bank Affiliate): (i) for a minimum period of three (3) years from the Separation Date or such other date as specified by the Bank; or (ii) until the end of the Term of this Contract, unless terminated earlier in accordance with the terms of this Contract;	24.4.1 the Bank and/or a Bank Affiliate is required or recommended to do so by a Regulatory Body; or
24.3.1 allow any relevant entity within the Lloyds Group to on-provide all or part of the Services to any Separating Entity, or provide such Goods and/or Services to the Separating Entity directly, including access or use remotely from a territory outside the UK (where applicable), in each case as the relevant entity within the Lloyds Group may require in order to comply with the terms of any transitional services arrangement between the relevant entity within the Lloyds Group and the Separating Entity; and/or	c) the charges under the Parallel Contract and all other terms are on the same terms as this Contract, except where: (i) required to comply with any	24.4.2 the continuation of the Goods and/or Services is necessary to (i) enable the Bank and/or a Bank Affiliate to comply with Applicable Laws, including those requirements related to a Special Resolution Event or to (ii) enable the Bank and/or a Bank Affiliate to carry on its business as a regulated institution.
24.3.2 where the Bank elects or is required to make an Apportionment,		Where the Bank serves such a notice, for the period during which the factors referred to in clauses 24.4.1 and/or 24.4.2 above apply the Supplier shall: (i) continue to provide the Goods and/or Services in accordance with the provisions of this Contract, but shall also continue to accrue the right to be paid for all Goods and/or Services provided by it during such period (even if the Bank continues to be in default of its payment obligations during the period of suspension of the Supplier's termination rights) and (ii) not materially alter, suspend or withhold the Goods and/or Services or the Contract and shall continue to provide access to assets and equipment used to provide the Goods and/or Services. The Bank shall notify the Supplier in writing promptly upon the factors in clauses 24.4.1 and/or 24.4.2 ceasing to apply, and upon receipt, the Supplier's right to terminate this Contract shall be reactivated.
		24.5 The Supplier irrevocably acknowledges that its agreement to this clause 24 is part of its consideration for

entering into this Contract and that the Bank would not otherwise have appointed the Supplier to provide the Services.

24.6 Without limitation to the remainder of this clause 24, the Supplier acknowledges the Regulatory Body's powers to exclude certain contractual terms and/or temporarily suspend termination rights under this Contract, including pursuant to section 48Z and 70C-D of the Banking Act 2009 implementing Articles 68 and 71 of Directive 2014/59 EU.

25. Assignment and Subcontracting

25.1 This Contract is personal to the Supplier and neither this Contract nor any part thereof may be novated, assigned, subcontracted, delegated or transferred in any other manner by the Supplier to a third party without the Bank's prior written consent. Any such consent to subcontracting shall not relieve the Supplier of any obligation to comply with this Contract.

25.2 Nothing in this Contract shall prevent or restrict the Bank from assigning, novating, transferring or otherwise disposing of any of its rights or from subcontracting, transferring, novating or otherwise disposing of any of its obligations under this Contract to a Service Recipient or to any other third party.

25.3 The Supplier shall remain responsible for all acts and omissions of its subcontractors as fully as if they were the acts and omissions of the Supplier or its employees or agents. The Supplier shall procure that each subcontractor complies with all terms of this Contract as if it were a party to this Contract.

25.4 The Supplier shall only appoint a subcontractor to perform Services taking all reasonable steps to verify the suitability, competence, training and qualifications of the subcontractor including but not limited to checking any necessary accreditations, information security controls, health and safety policies and health and safety records and compliance with Anti-Slavery Requirements.

25.5 The Supplier shall ensure that save as may be expressly agreed in the Order Form, provision of the Goods and/or Services shall take place in the United Kingdom and in the event that it wishes to offshore any part of its organisation which is involved in the provision of the Goods and/or Services, it shall obtain the Bank's prior written

consent to such offshoring prior to any offshoring taking place.

25.6 The Supplier shall procure that the rights of audit granted to the Bank and any Regulatory Body pursuant to Clause 30 (Audit) of this Contract shall be granted by the subcontractor to the Bank and any Regulatory Body.

25.7 If the Bank elects to novate this Contract pursuant to clause 25.2, the Supplier will enter into a novation agreement with the Bank and the applicable third party referred to in clause 25.2 in such form as the Bank may direct.

26. Insurance

26.1 The Supplier shall take out and maintain appropriate insurance cover with a reputable insurance company against all liabilities and indemnities that may arise under this Contract throughout the Term and for a period of seven (7) years thereafter and shall provide evidence of the same on request from the Bank.

27. Third Parties

27.1 Except for the rights granted to the Service Recipients under this Contract, this Contract does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it and notwithstanding section 2(1) of the Contracts (Rights of Third Parties) Act 1999, the parties may in writing vary, rescind or terminate this Contract (whatever the nature of such variation, rescission or termination) without seeking the consent of any third party on whom this Contract confers rights.

28. Anti-Corruption

28.1 The Supplier shall:

28.1.1 comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

28.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if the activity, practice or conduct was carried out in the UK;

28.1.3 comply with the Bank's Anti-bribery Policy as provided to the Supplier and updated from time to time ("Anti-Bribery Policy");

28.1.4 have and shall maintain in place throughout the Term its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Anti-Bribery Policy and clause 28.1.2, and will enforce them where appropriate;

28.1.5 promptly report to the Bank any request or demand received by the Supplier in connection with the performance of this Contract to offer, promise or give any undue financial or other advantage of any kind; and

28.1.6 promptly notify the Bank if the Supplier or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements or any violation (suspected or actual) of Anti-Bribery Policy.

28.2 The Supplier represents warrants and undertakes that other than as disclosed in writing to the Bank:

28.2.1 none of the Supplier, its officers or employees have been convicted of any offence under the Relevant Requirements; and

28.2.2 as at the date of this Contract, no charges relating to bribery or corruption have been brought against the Supplier or any person engaged by it.

28.3 The Supplier shall be responsible for compliance with the provisions of these anti-bribery clauses by any person associated with the Supplier who is providing or is partly providing the Goods and/or Services in connection with this Contract, and shall be directly liable to the Bank for any breach by such persons of such provisions.

28.4 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act). For

the purposes of this clause 28, any approved subcontractor of the Supplier under this Contract will be deemed to be a person associated with the Supplier.

29. Force Majeure

29.1 "Force Majeure" shall mean an event which is beyond the reasonable control of the affected party and which such party could not anticipate or mitigate by means of insurance, compliance with any applicable disaster recovery/business continuity obligations, contingency planning or any other prudent business means. An event will only be considered a Force Majeure if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the affected party, its agents, employees or contractors. Industrial dispute or action shall not give rise to an event of Force Majeure.

29.2 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations under this Contract to the extent that this is due to a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

29.3 If any party shall become aware of circumstances of Force Majeure which gives rise to or which are likely to give rise to any failure or delay on its part, it shall with immediate effect notify the other party by the most expeditious method then available and shall inform the other party of the period for which it is estimated that such failure or delay shall continue.

29.4 It is expressly agreed that any failure by the Supplier to perform, or any delay by the Supplier in performing its liabilities, obligations and responsibilities under this Contract which results from any failure or delay in the performance of its obligations by any person with which the Supplier shall have entered into any contract, supply arrangement, sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person shall itself be prevented from or delayed in complying with its obligations under such contract, supply

arrangement, sub-contract or otherwise as a result of circumstances of Force Majeure.

29.5 In the event of any Force Majeure event subsisting for a period of one (1) month or more, the Bank may, forthwith by notice to the Supplier, terminate this Contract with immediate effect without any cost or liability whatsoever.

29.6 Nothing in this Contract shall be taken as preventing the Bank from using any alternative facilities to meet its business needs during the continuance of Force Majeure.

29.7 For the avoidance of doubt, the Bank shall not be liable to pay any fees in respect of any activities or Goods and/or Services not provided due to Force Majeure.

29.8 For the avoidance of doubt a Special Resolution Event shall also not constitute Force Majeure for the purposes of the Supplier's continuing fulfilment of its obligations pursuant to this Contract.

30. Business Continuity and Disaster Recovery

30.1 The Supplier shall comply at all times with the relevant provisions of the Business Continuity and Disaster Recovery Plan.

30.2 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:

30.2.1 implement the Business Continuity and Disaster Recovery Plan;

30.2.2 continue to provide the affected Services to the Bank in accordance with the Business Continuity and Disaster Recovery Plan; and

30.2.3 restore the affected Services to normal within the period laid out in the Business Continuity and Disaster Recovery Plan.

30.3 To the extent that the Supplier complies fully with the provisions of this clause 30 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this Contract on the part of the Supplier), the service levels to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Levels as defined in the in the Order Form but shall be the service levels set out in the Business Continuity and Disaster Recovery Plan or (if none) the best service levels which are reasonably

achievable in the circumstances.

30.4 The Supplier shall, on the Bank's request, provide a copy of such Business Continuity and Disaster Recovery Plan to the Bank within 5 Working Days of such request.

30.5 The Supplier shall regularly test its Business Continuity and Disaster Recovery Plan and implement remedial plans to correct any issues identified.

30.6 The Supplier warrants, represents and undertakes that it shall promptly notify the Bank if a Business Continuity and Disaster Recovery Event occurs and shall carry out the Business Continuity and Disaster Recovery Service set out in the Business Continuity and Disaster Recovery Plan.

31. Compliance with Anti-Slavery Requirements

31.1 In performing its obligations under this Contract, the Supplier shall, and shall procure that each of its subcontractors, suppliers and other participants in its supply chain, shall comply with the Anti-Slavery Requirements from time to time in force and not engage in any activity, practice or conduct that would constitute an offence involving Modern Slavery.

31.2 The Supplier represents and warrants that at the date of this Contract:

31.2.1 neither the Supplier nor any of its officers, employees or other persons associated with it:

a) has been convicted of any offence involving Modern Slavery; and

b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of, or in connection with Modern Slavery;

31.2.2 it will maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with its obligations under this Clause 31 and Anti-Slavery Requirements;

31.2.3 it shall implement and keep a record of due

- diligence procedures (including audits of its suppliers and subcontractors and any training provided) for its own suppliers, subcontractors and other participants in its supply chains, to monitor and ensure that there is no Modern Slavery in its supply chains; and
- 31.2.4 it shall at its own cost, maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Bank in connection with this Contract.
- 31.3 The Supplier shall at its own cost and upon the Bank's request, prepare and deliver to the Bank on or before 1st October each year (or such other time as the Bank may direct), the following as applicable:
- 31.3.1 the Supplier's annual Modern Slavery statement if the Supplier is required to prepare such a statement to comply with section 54 of the Modern Slavery Act 2015; or
- 31.3.2 an annual Modern Slavery report setting out the steps it has taken to monitor and ensure that Modern Slavery is not taking place in any of its supply chains or in any part of its business.
- 31.4 The Supplier shall notify the Bank in writing as soon as it becomes aware of:
- 31.4.1 any breach, or potential breach, of Clause 31.1; or
- 31.4.2 any actual or suspected Modern Slavery in its supply chain as relevant to the Contract.
- 31.5 The Bank may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clause 31.1.
- 32. General**
- 32.1 The Supplier will at all times be an independent contractor and nothing in this Contract shall render it an employee, worker, agent or partner of the Bank. Nothing in this Contract is intended to create a partnership or joint venture or legal relationship of any kind between the parties.
- 32.2 In the provision of Services and Goods to the Bank under this Contract, both parties agree that the Supplier is the End Client for the purpose of the Off-Payroll Working Regulations.
- 32.3 Save as expressly authorised in this Contract and then only to the extent so authorised, neither party shall have any authority to act or make representations on behalf of the other or create any contractual liability to a third party on behalf of the other party.
- 33. Entire Agreement**
- 33.1 This Contract contains the entire agreement between the parties with respect to its subject matter and supersedes any previous agreement or understanding between the parties. Each of the parties acknowledges and agrees that it has not entered into this Contract in reliance on any understanding, warranty, statement or representation of any person (whether a party to this Contract or not) other than as expressly set out in this Contract. Each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Contract by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in this Contract.
- 34. Remedies**
- 34.1 The rights and remedies of the Bank (and/or Service Recipient) contained or referred to in this Contract are cumulative and not exclusive of any other rights or remedies provided by law. Without limiting the foregoing, the payment of any service credits or liquidated damages (if any) is without prejudice to, and shall not limit, any rights or remedies of the Bank.
- 35. Notices**
- 35.1 Any notice given to a party under or in connection with this Contract shall be in writing, in English, and shall be:
- 35.1.1 delivered by hand or by recorded delivery first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 35.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
- a) the Bank:
LBGContractNotices@lloydsbanking.com
- b) the Supplier's registered office
- 35.2 Any notice shall be deemed to have been received:
- 35.2.1 if delivered by hand, at the time the notice is left at the proper address in accordance with clause 35.1.1; or
- 35.2.2 if sent by recorded delivery first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- 35.2.3 if sent by email, at the time of transmission, or, if this time falls outside the hours of 9am to 5pm on a Working Day in the place of receipt, then 9am on the next Working Day.
- 35.3 Either party may change its postal address or email address for the service of notices under this Contract by sending a notice with full details of the change of address to the other party in accordance with this clause. Any such change shall take effect for the party notified of the change on the later of:
- 35.3.1 the date, if any, specified in the notice as the effective date for the change; or
- 35.3.2 the date five (5) Working Days after deemed receipt of the notice in accordance with clause 35.2.
- 35.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 36. Waiver**
- 36.1 Any failure to, delay in, or partial exercise of any rights or remedies under or in connection with this Contract or at law shall not be deemed to be a waiver of any such right nor operate to bar its exercise or enforcement at any future time or times.
- 37. Severability**
- 37.1 If any of the provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Contract shall not in any way be affected or impaired by such severance and the parties shall amend this Contract to add a new provision having an effect as near as legally

permissible to the one found invalid, illegal and unenforceable. If any invalid, illegal or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provisions shall apply with the minimum modifications necessary to make it legal, valid or enforceable.

38. Variations

- 38.1 No variation or alteration to this Contract shall be effective unless in writing and signed by the Supplier and the Bank and expressly identified as a variation or alteration of this Contract.

39. Set-Off

- 39.1 The Bank may, without limiting its other rights or remedies, set-off any amount owing to it by the Supplier against any amount payable by the Bank to the Supplier under this Contract.

40. Governing Law and Jurisdiction

- 40.1 This Contract and any dispute or noncontractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.