

INTRODUCTION

Lloyds Bank plc has agreed to engage the Supplier to provide the Order Form 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:

Acceptance Test has the meaning set out in clause 12.3

Act means the Data Protection Act 2018, as amended;

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 37.1.3;

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 Goods and/or Services 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 33.2.2 and 33.2.3 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 /or Goods;

Bank Policies means such internal policies and codes of the Bank and/or 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 22.2;

Charges means the Charges set out 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;	electronic format) necessary for the use, reproduction, modification and/or enhancement of the Goods and/ or Services (including but not limited to, program listings, flowcharts, diagrams, design documentation and interface information);	skilled and experienced in providing goods and / or Services similar to the Goods and/ or Services;
Contract Year	means any period of 12 months commencing on the Effective Date or an anniversary thereof;		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;
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;	Effective Date(s) means the date(s) set out in the Order Form;	Implementation Monitor means any skilled personnel appointed by the FCA pursuant to Section 166 of the Financial Services and Markets Act 2000, or such equivalent legislation as may be updated from time to time;
Data Protection Laws	means the Act, the GDPR, the Privacy and Electronic Communication (EU Directive) Regulations 2003 and all applicable EU directives, regulations or codes of practice (to the extent that such codes of practice have legal effect) relating to data protection or the privacy of individuals;	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;	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 semiconductor 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;
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 and other documentation, artwork, graphic, copy, models, photographs, and materials) but excluding the Goods;	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 22.4;	IPR Claim has the meaning set out in clause 27.10
Delivery Address	means the address set out in the Order Form;	Force Majeure has the meaning set out in clause 38.1;	
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;	GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "Regulation"), any national legislation passed to implement the Regulation, and any legislation amending or replacing the Regulation from time to time, whether in the UK or the EU;	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 Lloyds Group and one or more third parties;
Disaster	means an event defined as a Disaster in the Business Continuity and Disaster Recovery Plan;		Lloyds Group means the Bank and its Affiliates from time to time;
Divestment	has the meaning set out in clause 33.1;	Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of the highest degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a person highly	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);
Documentation	means the operating manuals, user instructions, technical literature and other related materials (whether in hard copy or		

Modern Slavery	means slavery, servitude and forced or compulsory labour and human trafficking;	(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;	Supplier	means the person, firm or company set out in the Order Form;
Order Form	means the purchase order form which sets out details of the Goods and/or Services to be provided;	(b) a bail-in or other compromise of the claims of the creditors of the Bank and/or a Bank Affiliate;	Supplier Authorised Representative	means the individual set out in the Order Form;
Parallel Contract	has the meaning set out in clause 33.2.3;	(c) any other event resulting from the exercise of a Regulatory Body's powers in connection with resolution or recovery; or	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 Goods and/or Services;
Performance Requirements	means the performance requirements as set out in the Order Form, if any;	(d) a deterioration in the financial circumstances or the stress, resolution or restructuring of the Bank and/or a Bank Affiliate,	Term	means the term of this Contract as set out in the Order Form;
Regulatory Body	means the Financial Conduct Authority, 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 and/or TSB, and any replacement or successor body in any relevant jurisdiction from time to time;	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, whether giving effect to the European Commission's Proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directives 82/891/EEC, Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU, 2013/36/EU or 2014/59/EU or Regulations (EU) No 1093/2010 or (EU) No 648/2012 or otherwise, 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;	Terms and Conditions	means these general conditions of purchase;
Relevant Persons	has the meaning set out in clause 29.6;		Third Party Beneficiaries	has the meaning set out in clause 2.3;
Relevant Requirements	has the meaning set out in clause 37.1.1;		TSB	means TSB Bank plc (registered in Scotland under number SC95237) and its Affiliates from time to time;
Separating Entity	has the meaning set out in clause 33.1;		Warranty Period	means twelve (12) months from Acceptance of the Goods; and
Separation Date	has the meaning set out in clause 33.1;		Working Days	means Monday to Friday except public holidays in England.
Service Levels	means the service levels set out in the Order Form, if any;	Specification	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:
Service Recipients	has the meaning set out in clause 2.1;	means the specification(s) for the Goods and/or Services set out in the Order Form or, in the absence of any such specifications, the standard specifications produced by the Supplier applicable to such Goods and/or Services;	1.3.1	upon written acceptance by the Bank of the Supplier's quotation; or
Services	means the services to be provided by the Supplier under this Contract as set out or referred to in the Order Form, including the provision of any Deliverables;	Specified Employees	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
Special Resolution Event	means any of the following events affecting the Bank and/ or a Bank Affiliate:	Successor Supplier	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.
		means any person, firm, or company who succeeds the Supplier in providing the Goods and/or Services (or any part of) or goods and/or services which are/is the same or substantially similar	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);
- 1.5.3 not used
- 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 re-enactment 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;
- 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; and
- 2.1.8 TSB,
- 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 23, 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 co-operation 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 op-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. Not used**
- 4. Term**
- 4.1 This Contract shall start on the Effective Date and shall be effective for the Term (subject to any earlier termination in accordance with clause 21).
- 4.2 Not used
- 4.3 Not used
- 4.4 The Supplier acknowledges that:
- 4.4.1 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;
- 4.4.2 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;
- 4.4.3 not used
- 4.4.4 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).
- 5. Provision of the Goods**
- 5.1 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).
- 5.2 The Supplier shall ensure that the Goods shall:
- 5.2.1 comply with the relevant Specification;
- 5.2.2 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;
- 5.2.3 be free from defects in design, materials and workmanship; and
- 5.2.4 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.
- 5.3 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.
- 5.4 Not used
- 6. Not used**
- 7. Performance of the Services and Delivery of any Deliverables**
- 7.1 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.
- 7.2 The Supplier shall provide the Services and perform its other obligations under this Contract:
- 7.2.1 in accordance with the relevant Specification;
- 7.2.2 with all reasonable skill and care;
- 7.2.3 in accordance with Good Industry Practice;
- 7.2.4 in accordance with all Applicable Laws;
- 7.2.5 not used
- 7.2.6 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;
- 7.2.7 not used
- 7.2.8 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 who have undergone appropriate criminal and security vetting prior to being deployed in connection with the Services in accordance with Bank Policies.
- 7.3 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.
- 7.4 Not used
- 7.5 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 7.5 shall not prevent the Supplier from discussing such circumstances or risks (without disclosing actual risks) with its relevant sub-contractors 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.
- 7.6 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.
- 7.7 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.
- 7.8 Not used
- 7.8.1 not used
- 7.8.2 not used
- 7.8.3 not used
- 7.9 Not used
- 7.10 Not used
- 7.10.1 not used
- 7.10.2 not used
- 7.11 Not used
- 7.12 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 7.1 to 7.7 inclusive.
- 8. Delivery of the Goods**
- 8.1 The Supplier shall supply the Goods:
- 8.1.1 carriage and duty paid to the Delivery Address; as instructed by the Bank before delivery;

- 8.1.2 on the Delivery Date; and
- 8.1.3 during the Bank's normal hours of business (on a normal Working Day), or as instructed by the Bank.
- 8.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Address. The Supplier shall be responsible for and bear the risk for the Goods until delivered and accepted at the Delivery Address (including passing any Acceptance Tests).
- 8.3 The Supplier shall ensure that:
- 8.3.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 8.3.2 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
- 8.3.3 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.
- 8.4 If the Supplier:
- 8.4.1 delivers less than 95% of the quantity of Goods ordered, the Bank may reject the Goods in totality; or
- 8.4.2 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.
- 9. Not used**
- 10. Not used**
- 11. Not used**
- 12. Inspection and Rejections**
- 12.1 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
- 12.1.1 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
- 12.1.2 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.
- 12.2 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.
- 12.3 Pursuant to clause 12.2, 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**").
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 13. Charges and Payment**
- 13.1 In consideration of the provision of the Goods and/or Services 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.
- 13.2 All Charges shall be exclusive of any applicable VAT but inclusive of any other duties, taxes or levies.
- 13.3 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.
- 13.4 Unless expressly stated, no travel, accommodation, subsistence or other expenses shall be due to the Supplier from the Bank.
- 13.5 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.
- 13.6 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 Lloyds Bank plc 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.
- 13.7 The parties hereby agree that clause 13.6, 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.

<p>13.8 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).</p>	<p>circumstances listed in clause 21.2.6;</p>	<p>Supplier's liabilities, responsibilities and obligations pursuant to this Contract;</p>
<p>14. Not used</p>	<p>(e) 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;</p>	<p>(n) the Goods shall conform in all material respects to the relevant Specification for the Warranty Period;</p>
<p>15. Not used</p>		
<p>16. Not used</p>		
<p>17. Risk and Title</p>		
<p>17.1 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. If the software is (in whole or in part) destroyed damaged or lost after that date the Supplier shall, within 7 days of the request of the Bank, replace the same free of charge. Title in the Goods shall pass on delivery to the Delivery Address or, if earlier, when payment is made.</p>	<p>(f) all Supplier Employees co-operate 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;</p> <p>(g) Not used</p> <p>(h) Not used</p> <p>(i) 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 non-disclosure or other rights of third parties;</p>	<p>(o) 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;</p> <p>(p) 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);</p>
<p>17.2 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 19.1 and 19.2 respectively.</p>	<p>(j) the Services and /or Goods and/or Documentation will not contain or utilise any unauthorised third party Confidential Information;</p> <p>(k) 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;</p>	<p>(q) Not used</p> <p>(r) Not used</p> <p>(i) Not used</p> <p>(ii) Not used</p> <p>(iii) Not used</p>
<p>18. General Obligations</p>		<p>Not Used</p>
<p>18.1 General Obligations of the Supplier:</p>		
<p>18.1.1 the Supplier represents, warrants and undertakes to ensure that:</p>		
<p>(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;</p>	<p>(l) 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;</p>	<p>(s) 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.</p> <p>(t) 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; and</p> <p>(u) 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>
<p>(b) Not used</p>		
<p>(c) Not used</p>		
<p>(d) as at the date of this Contract, the Supplier is not subject to any of the</p>	<p>(m) 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</p>	<p>(v) without prejudice to any other clause, the Goods and/or Services shall comply with all Applicable Laws in respect of accessibility (as may be</p>

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 2.1 and in respect of which, the Goods and/or Services shall meet at least level "AA" conformance.

- 18.1.2 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.
- 18.1.3 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.
- 18.1.4 The Supplier undertakes in all instances to comply with all the Bank's security briefing documents and requirements as notified to the Supplier by the Bank and updated from time to time.
- 18.1.5 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, in consequence of which it fails to conform to any of the warranties in clause 18.1.1 or the obligations in clause 5.2, 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 so as to be in compliance.
- 18.1.6 Not used
- 18.1.7 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.
- 18.1.8 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.

18.2 General Obligations of the Bank:

- 18.2.1 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.
- 18.2.2 The Bank shall perform all such further obligations as may be specifically assigned to it in the Order Form.
- 18.2.3 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.

18.2.4 Not used

18.2.5 Not used

19. Bank Remedies

- 19.1 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:
- 19.1.1 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;
- 19.1.2 to recover from the Supplier any costs incurred by the Bank in obtaining substitute Goods and/or Services from a third party;

19.1.3 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

19.1.4 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.

19.2 If the Supplier has provided Goods and/or Services that does not comply with the undertakings set out in clauses 5 and 7.1 to 7.2 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:

19.2.1 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);

(a) Not used

(b) Not used

19.2.2 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 21.2.2;

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

19.2.4 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 5 and 7.1 to 7.2 inclusive.

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

19.3.1 without limiting the rights set out in clause 19.2, 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

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

19.4 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.

- 19.5 The Bank's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 20. Not used.**
- 21. Termination**
- 21.1 The Bank may terminate this Contract in whole or in part (and accordingly all performance and/or provision of any Goods and/or Services under this Contract or the Order Form at any time by giving not less than thirty (30) days' written notice of termination to the Supplier in which event the Bank's sole liability shall be to pay the Supplier 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, but such compensation shall not include the Supplier's loss of anticipated profits or any consequential loss.
- 21.2 The Bank may immediately by written notice terminate this Contract in whole or in part (including the Order Form) if:
- 21.2.1 termination is recommended by a Regulatory Body;
- 21.2.2 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);
- 21.2.3 the Supplier fails to achieve any of the Service Levels more than five (5) times within any period of three (3) consecutive months;
- 21.2.4 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;
- 21.2.5 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 37;
- 21.2.6 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;
- 21.2.7 there is a change of Control of the Supplier or a material part of the Supplier's business unit(s) engaged in the provision of the Services;
- 21.2.8 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).
- 21.3 In any of the circumstances set out in this clause 21 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.
- 21.4 Without prejudice to any other rights or remedies it may have and subject to clause 21.5, 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 21.5, if the Bank fails to make payments (which, in aggregate, exceed two (2) months' total Charges relating to the Goods and/or Services) when due in respect of this Contract except where the same is disputed by the Bank.
- 21.5 The Supplier cannot terminate this Contract in accordance with clause 21.4 unless the Supplier has given the Bank:
- 21.5.1 written notice to the [Head of Group Operations and Commercial Legal], the [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 13.6
- 21.5.2 sixty (60) days' written notice of the Bank's failure to make such payment; and
- 21.5.3 a further fourteen (14) days' written notice to the Bank of its intention to terminate after the expiry of the sixty (60) day period.
- 22. Consequences of Termination**
- 22.1 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.
- 22.2 In the event of termination or expiry of this Contract for any reason, the Supplier shall:
- 22.2.1 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;
- 22.2.2 provide reasonable assistance to the Bank to the extent reasonably required to facilitate a smooth termination and/or transition of responsibilities;
- 22.2.3 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;
- 22.2.4 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 25); and
- 22.2.5 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.
- 22.3 Not used
- 22.4 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.
- 22.5 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).

22.6 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.

22.7 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.

23. Liability

23.1 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.

23.2 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.

23.3 The Supplier agrees not to exclude or limit its liability to the Bank in respect of the indemnities provided under this Contract.

23.4 Subject to clauses 23.1, 23.2 and 23.3, 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.

23.5 In respect of loss and damages not covered by clauses 23.1, 23.2 or 23.3, 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.

23.6 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.

24. Employees

24.1 The Supplier will provide the services of any employees as may be identified in the Order Form ("**Specified Employees**"), to perform the Services.

24.2 Not used

24.3 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).

24.4 The Supplier Employees may be changed as follows:

24.4.1 at the Bank's request, the Supplier will provide additional Supplier Employees to perform Services;

24.4.2 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;

24.4.3 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. 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

24.4.4 the Bank, on giving five (5) days' notice, may require that any of the Supplier Employees no longer provide the Services.

24.5 The Supplier represents, warrants and undertakes to ensure that it and all of the

Supplier Employees (including those of any sub-contractor):

24.5.1 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;

24.5.2 use their best efforts to conduct themselves in the Bank's best interests; and

24.5.3 do not accept any commission, gift or other financial benefit or inducement from any supplier or potential supplier to the Bank.

24.6 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).

24.7 Nothing in this Contract shall be construed as:

24.7.1 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

24.7.2 requiring the Bank to pay, in respect of the Supplier Employees, any income taxes or social security or related contributions.

25. Confidentiality

25.1 Save as is otherwise required by law or any Regulatory Body or other regulatory authority (including the Implementation Monitor), 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.

25.2 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 25 to the extent permissible under Applicable Laws.

25.3 Clause 25.1 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 25.1 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 as required or requested by the Implementation Monitor to perform its duties or in the case of the Bank and the Service Recipients to their potential financiers or to a stock exchange..

25.4 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 25.

25.5 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 25.

25.6 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 25.

25.7 The obligations of confidence under this Clause 25 shall survive the expiration or termination of this Contract and continue for as long as the information remains confidential.

26. Data Protection

26.1 In this clause 26 the terms Personal Data, Data Subject, Personal Data Breach, process, and processing shall have the same meanings given to them in the GDPR. Data Processor and Data Controller shall have the same meanings given to "processor" and "controller" respectively in the GDPR.

26.2 Compliance by the Supplier with the provisions of this clause 26 shall be at no additional cost to the Bank.

26.3 It is acknowledged that for the purposes of the Act and the GDPR the Bank is the Data Controller and the Supplier is acting as a Data Processor on behalf of the Bank in respect of Bank Data.

26.4 The Supplier acknowledges that any Bank Data belongs to the Bank and undertakes (and shall procure that any sub-contractor shall undertake) that:

(a) Bank 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;

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

(i) European Union or Member State law to which it is subject requires it to process the Bank Data other than in accordance with the Bank's instructions;

(ii) It has reason to believe that the legislation applicable to it is likely to have a substantial adverse effect on the performance of its obligations and commitments in respect of Personal Data under this Contract or otherwise prevents it from fulfilling the instructions received from the Bank under this Contract; or

(iii) It is of the opinion that an instruction from the Bank violates the Data Protection Laws.

(c) 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;

(d) Bank 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);

(e) neither Bank 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-contractors by the Supplier without the express prior written consent of the Bank; and

(f) if requested by the Bank, it shall promptly provide to the Bank a copy of all Bank Data held by it in the format and on the media reasonably specified by the Bank

26.5 The Supplier shall take all reasonable steps to ensure the reliability of Supplier Employees who have access to Bank Data and shall in particular ensure that all Supplier Employees have been appropriately vetted and that all Supplier Employees and/or directors (i) are informed of the confidential nature of Bank 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 European Union or Member State law.

26.6 The Supplier shall not engage any agent or sub-contractor or permit any processing of Bank Data by any agents or sub-contractors without the prior written consent of the Bank.

26.7 Where the Supplier subcontracts its obligations under the terms of this clause 26, it shall do so only by way of a written agreement with the sub-contractor ("Sub-processor Contract") which meets the requirements of the Data Protection Laws and imposes the same obligations on the sub-contractor in respect of [Bank/Personal] Data as are imposed on the Supplier under this Contract, and in particular this clause. The Supplier shall ensure that any such sub-contractor 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.

26.8 The Supplier shall remain fully liable to the Bank for any acts or omissions of the sub-contractor under the terms of the Sub-processor Contract.

26.9 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 226.7.

26.10 The Bank may require the Supplier by notice in writing to cease or suspend the sub-contracting of the processing of the Bank Data to the sub-contractor if, in the reasonable opinion of the Bank, the sub-contractor is unable to comply with the terms of the Sub-processor contract

26.11 The Supplier warrants (and shall procure that any sub-contractor warrants) that:

- (a) 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 ongoing compliance and effective security measures) in respect of Bank Data to prevent unauthorised or unlawful processing or use of, access to, or accidental loss, destruction or damage of, Bank Data to ensure the Bank's compliance with its obligations under the Data Protection Laws to keep data secure.
- (b) in determining the measures to be maintained pursuant to clause (a) above, the Supplier shall:
 - (i) consider whether pseudonymisation or encryption of the Personal Data is appropriate;
 - (ii) take into account the need to ensure ongoing confidentiality, integrity, availability and resilience of systems and services processing personal data;
 - (iii) 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;
 - (iv) 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; and

(v) 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.

- (c) it will process Bank Data in compliance with the Data Protection Laws, all Applicable Laws, enactments, regulations, orders, standards and other similar instruments and such policies of the Bank as notified to the Supplier from time to time; and
- (d) 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.

26.12 The Supplier shall (and shall procure that any sub-contractor shall) ensure that Bank Data is:

- (a) stored in such a manner that they are readily identifiable and segregated from other data held by the Supplier for purposes not relating to this Contract;
- (b) not accessible by any parties who are not authorised to access such Bank Data and limited to those directors and/or Supplier Employees who need access to Bank Data to meet the Supplier's obligations under this Contract; and
- (c) 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).

26.13 If any part of Bank 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-contractor shall) return such Bank 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 Bank Data it shall, having previously notified the Bank of this requirement be permitted to retain one copy thereof subject to observance of all the requirements of Applicable Laws (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.

26.14 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Bank Data or to a Party's compliance with the Data Protection Laws, including but not limited to:

- (a) a request from an individual to whom Bank Data relates for access to such Bank Data or to amend, transfer or delete or suppress such Bank Data or to exercise any other Data Subject rights under the GDPR or;
- (b) becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Contract or the Data Protection Laws relating to Bank Data

it shall (and shall procure that any sub-contractor shall) without undue delay and in any event, [within 24 hours], notify the Bank and it shall provide the Bank with full co-operation and assistance in relation to any such complaint, notice, communication, activities or breach. The Supplier shall ensure that it has appropriate technical and organisational measures in place to enable it to support the controller in fulfilling its obligations to respond to requests for exercising Data Subjects' rights laid down in Chapter III of the GDPR.

26.15 The Supplier shall (and shall procure that any sub-contractor shall) not disclose Bank 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-contractor shall) promptly comply with any request from the Bank requiring the Supplier to amend, transfer, delete or suppress Bank Data.

26.16 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-contractor 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.

26.17 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-contractor 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.
- 26.18 The Supplier shall (and shall procure that any sub-contractor 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. The Supplier shall not communicate with any Regulatory Body in respect of Bank Data without the prior approval of the Bank.
- 26.19 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 a Regulatory Body or Data Subjects about Personal Data Breaches, to carry out privacy impact assessments and to consult with regulators regarding processing which is the subject of a privacy impact assessment.
- 26.20 The Supplier shall:
- (a) make available to the Bank all information necessary to demonstrate its compliance with the obligations set out in this clause 26; and
 - (b) allow for and contribute to audits, including inspections, conducted by the Bank or its authorised representative.
- 26.21 The Supplier shall not (and shall procure that any sub-contractor shall not):
- (a) transfer or process Bank Data or store Bank Records outside the European Economic Area, either through direct transfer or remotely (e.g. via outsourcing, as part of business continuity arrangements, cloud arrangements, offshore models etc.) without the prior written consent of the Bank which the Bank shall be entitled to withhold for any reason;
 - (b) remotely access, or allow remote access to, the Bank's information systems except and only to the extent previously agreed in writing by the Bank.
- 26.22 The Supplier shall not (and shall procure that any sub-contractor 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.
- 26.23 The Supplier shall (and shall procure that any sub-contractor shall) notify the Bank in writing of an individual within its organisation authorised to respond from time to time with enquiries regarding any Bank Data, and the Supplier shall deal with such enquiries promptly.
- 26.24 The Supplier shall (and shall procure that any sub-contractor shall) immediately without any undue delay and in any event within [24 hours], inform the Bank:
- (a) if any Bank Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Bank Data at its own expense;
 - (b) if it becomes aware of or suspects a Personal Data Breach or any other unauthorised or unlawful processing, loss of, damage to or destruction of Bank Data;
 - (c) if it becomes aware of or suspects any breach by the Supplier or any sub-contractor of any of its obligations under this Contract; and
 - (d) 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 meet its obligations under the Data Protection Laws and meet Good Industry Practice.
- 26.25 The Supplier shall (and shall procure that any sub-contractor shall) indemnify the Bank on demand and keep the Bank indemnified fully at all times against all losses, liabilities, costs, claims, damages and expenses incurred by the Bank or arising out of any failure by the Supplier or its employees or agents to comply with its obligations under this clause 26, or the Data Protection Laws.
- 26.26 If the Bank suffers, or reasonably believes it may suffer, any adverse media or Regulatory Body comment ("**Adverse Publicity**") in relation to any act or default of the Supplier, it may:
- a) issue a factual statement to address the issues raised in the Adverse Publicity, naming the Supplier and its sub-contractors;
 - b) require the Supplier to issue a factual statement to address the issues raised in the Adverse Publicity, within 24 hours of any Adverse Publicity, naming the Supplier and its sub-contractors; and
 - c) take such other steps as may be required to protect its name and reputation.
- 27. Intellectual Property**
- 27.1 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.
- 27.2 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.
- 27.3 The Supplier will grant, or procure the grant of, an irrevocable, perpetual, royalty-free, world-wide, transferable, non-exclusive 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.
- 27.4 Not used
- 27.5 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.
- 27.6 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.
- 27.7 Not used
- 27.8 Not used
- 27.9 Subject to clause 27.2, 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 27.6 and this clause 27.9.

- 27.10 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**").
- 27.11 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:
- 27.11.1 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
- 27.11.2 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.
- 27.12 If the Supplier elects to modify the item(s) or to supply substitute item(s) under clause 27.11.1 or to procure a licence in accordance with clause 27.11.2 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.
- 27.13 Not used
- 27.14 Not used
- 27.15 Not used
- 27.16 Not used
- 27.17 Not used
- 27.18 Not used
- 27.19 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.
- 27.20 Not used
- 28. Use of the Bank's Name**
- 28.1 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.
- 29. Bank Policies and Procedures**
- 29.1 The Supplier agrees, represents and warrants that it shall and shall ensure that all of its employees shall comply with all lawful and reasonable instructions of the Bank relating to the Goods and/or Services.
- 29.2 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 notified to it from time to time by the Bank and/or the Service Recipients..
- 29.3 The Supplier shall comply with the Bank Policies and 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.
- 29.4 If TSB is a Service Recipient, the Supplier shall ensure that Supplier Employees entering TSB premises comply with TSB's health, safety and security policies and procedures.
- 29.5 If Supplier has a Parallel Contract with TSB (as referred to in Clause 33.2.3) under which the Supplier accesses any information technology platform, infrastructure or application owned by or licensed to TSB, it must ensure Supplier Employees comply with TSB's information technology security and other policies.
- 29.6 If TSB is a Service Recipient and any Supplier Employees are "relevant persons" for the purpose of the FCA Handbook ("Relevant Persons"), the Supplier will ensure they are aware of TSB's policies and procedures relating to personal account dealing, conflicts of interest and relevant record keeping. The Supplier shall maintain records of all personal dealings or transactions in any financial instruments by Relevant Persons and provide such information on request to the Bank.
- 30. Audit**
- 30.1 The Bank and/or its agents and its authorised representative and external auditors and/or any Regulatory Body and/or TSB and its agents or external auditors and regulators shall have the right to conduct audit(s) in respect of the performance of this Contract which shall include a right to:
- 30.1.1 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
- 30.1.2 any other relevant 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
- 30.1.3 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
- 30.1.4 conduct an operational audit of the Goods and/or Services; and/or
- 30.1.5 if TSB is a Service Recipient, to access any Relevant Persons (as defined in clause 29.6) to monitor compliance with its obligation and to advise and assist the Relevant Persons on compliance with these obligations including through the provision of training.
- 30.2 The Supplier shall give the Bank and/or its agents and its authorised representatives/external auditors and/or any Regulatory Body all reasonable assistance and full access to any systems it specifically uses to measure, monitor or assess the Goods and/or Services and to any data or results produced by such systems.
- 30.3 Subject to any requirements specified by a Regulatory Body, any audit undertaken in accordance with this clause shall be subject to the Bank providing reasonable notice of any audit and performing such audit during normal business hours unless such audit is required by the Bank for reasons of suspected fraud or non-compliance with the agreed requirements set out in the Bank's security policy
- 30.4 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.
- 31. Dispute Resolution Procedure**
- 31.1 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 31.

31.2 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 31 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.

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

31.3.1 the Bank Authorised Representative and the Supplier Authorised Representative;

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

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

31.4 The persons listed in clause 31.3 above will discuss the problems and attempt to resolve the dispute without unreasonable delay and without the necessity of any formal proceeding.

31.5 The parties will use reasonable endeavours to resolve the dispute within ten (10) Working Days for each escalation level set out in clause 31.3 above.

32. Not used

33. Lloyds Group Divestment and Resolution

33.1 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 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.

33.2 On the Bank's written request in connection with any such Divestment or restructuring, the Supplier agrees to:

33.2.1 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 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

33.2.2 where the Bank elects or is required to make an Apportionment, 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

33.2.3 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):

(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;

(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;

(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 Applicable Laws and/or directions from a Regulatory Body; and/or (ii) otherwise agreed in writing by the relevant Separating Entity or Bank Affiliate,

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.

33.3 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:

33.3.1 the Bank and/or a Bank Affiliate is required or recommended to do so by a Regulatory Body; or

33.3.2 the continuation of the Goods and/or Services is necessary to 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.

Where the Bank serves such a notice, for the period during which the factors referred to in clauses 33.3.1 and/or 33.3.2 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 33.3.1 and/or 33.3.2 ceasing to apply, and upon receipt, the Supplier's right to terminate this Contract shall be reactivated.

33.4 The Supplier irrevocably acknowledges that its agreement to this clause 33 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.

34. Assignment and Subcontracting

34.1 This Contract is personal to the Supplier and neither this Contract nor any part thereof may be novated, assigned, sub-contracted, 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 sub-contracting shall not relieve the Supplier of any obligation to comply with this Contract.

34.2 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.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

34.7 If the Bank elects to novate this Contract pursuant to clause 34.2, the Supplier will enter into a novation agreement with the Bank and the applicable third party referred to in clause 34.2 in such form as the Bank may direct.

35. Insurance

35.1 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.

36. Third Parties

36.1 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.

37. Anti-Corruption

37.1 The Supplier shall:

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

37.1.2 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;

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

37.1.4 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 37.1.2, and will enforce them where appropriate;

37.1.5 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

37.1.6 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.

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

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

37.2.2 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.

37.3 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.

37.4 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 37, any approved subcontractor of the Supplier under this Contract will be deemed to be a person associated with the Supplier.

38. Force Majeure

38.1 "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.

38.2 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.

38.3 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.

38.4 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.

38.5 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.

38.6 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.

38.7 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.

- 38.8 For the avoidance of doubt a Special Resolution Event shall also not constitute Force Majeure for the purposes of the Supplier's continuing fulfillment of its obligations pursuant to this Contract.
- 39. Business Continuity and Disaster Recovery**
- 39.1 The Supplier shall comply at all times with the relevant provisions of the Business Continuity and Disaster Recovery Plan.
- 39.2 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:
- 39.2.1 implement the Business Continuity and Disaster Recovery Plan;
- 39.2.2 continue to provide the affected Services to the Bank in accordance with the Business Continuity and Disaster Recovery Plan; and
- 39.2.3 restore the affected Services to normal within the period laid out in the Business Continuity and Disaster Recovery Plan.
- 39.3 To the extent that the Supplier complies fully with the provisions of this clause 39 (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.
- 39.4 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.
- 39.5 The Supplier shall regularly test its Business Continuity and Disaster Recovery Plan and implement remedial plans to correct any issues identified.
- 39.6 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.
- 40. Compliance with Anti-Slavery Requirements**
- 40.1 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.
- 40.2 The Supplier represents and warrants that at the date of this Contract:
- (a) neither the Supplier nor any of its officers, employees or other persons associated with it:
- (i) has been convicted of any offence involving Modern Slavery; and
- (ii) 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;
- (b) 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 40 and Anti-Slavery Requirements;
- (c) 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
- (d) 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.
- 40.3 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:
- (a) 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
- (b) 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.
- 40.4 The Supplier shall notify the Bank in writing as soon as it becomes aware of:
- (a) any breach, or potential breach, of Clause 40.1; or
- (b) any actual or suspected Modern Slavery in its supply chain as relevant to the Contract.
- 40.5 The Bank may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clause 40.1.
- 41. General**
- 41.1 The Supplier will at all times be an independent contractor and nothing in this Contract shall render it and 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.
- 41.2 Not used
- 41.2.1 Not used
- 41.2.2 Not used
- 41.3 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.
- 42. Entire Agreement**
- 42.1 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.
- 43. Remedies**
- 43.1 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.
- 44. Notices**
- 44.1 Any notice to be given must be in writing and delivered personally or sent by first class post. The address for service of each party shall be the registered office of that party or as otherwise notified in writing to the party giving the notice. A notice shall be deemed to have been served:
- 44.1.1 if personally delivered, at the time of delivery; and
- 44.1.2 if posted, two (2) Working Days after posting.
- 45. Waiver**

45.1 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.

46. Severability

46.1 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.

47. Variations

47.1 No variation or alternation 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.

48. Set-Off

48.1 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.

49. Governing Law and Jurisdiction

49.1 This Contract and any dispute or non-contractual 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.