

1. **Definitions and Interpretation**

For the purpose of these Conditions:

- 1.1 **"Affiliate"** means any entity that directly or indirectly through one or more intermediaries, controls or is under the control of, or is under common control with, as the case may be, Serco, and any joint venture or partnership in which any such entity is a participant or has an interest;
- 1.2 **"Agreement"** means the Purchase Order and the Supplier's acceptance of the Purchase Order in accordance with clause 2.4 and subject to clauses 2.1 and 2.3;
- 1.3 **"Conditions"** means these terms and conditions;
- 1.4 **"Data Protection Legislation"** means before 25 May 2018 the Data Protection Act 1998 and from 25 May 2018 the General Data Protection Regulation;
- 1.5 **"Deliverables"** means all goods, records, reports, documents, papers and other materials or deliverables developed or produced by or on behalf of the Supplier as part of or in connection with the Goods and/or Services;
- 1.6 **"DOTAS"** means the Disclosure of Tax Avoidance Schemes rules;
- 1.7 **"General Data Protection Regulation"** 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;
- 1.8 **"Goods"** means any goods and/or Deliverables (as the context allows) agreed in the Agreement to be purchased by Serco from the Supplier (including any part or parts of them);
- 1.9 **"Insolvency Event"** means that the Supplier is declared or becomes insolvent or (as applicable) bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction, or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances;
- 1.10 **"Losses"** means direct, indirect or consequential liabilities (which terms include loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses);
- 1.11 **"Personal Data"** shall have the meaning given to that term in the Data Protection Legislation;
- 1.12 **"Purchase Order"** means Serco's written instruction to the Supplier to supply the Goods and/or Services, incorporating these Conditions;
- 1.13 **"Serco"** means Serco Limited or any of its Affiliates;
- 1.14 **"Services"** means the services (or any part or parts of them) agreed in the Agreement to be supplied to Serco by the Supplier and any related services not specifically described in the Agreement which are reasonably required for the proper performance and provision of such services including the production and delivery of any Deliverables;
- 1.15 **"Supplier"** means the person, firm or company who accepts Serco's Purchase Order in accordance with clause 2.4; and
- 1.16 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 1.17 Any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.



Serco Limited Purchase Order Terms and Conditions (the "PO Terms")

- 1.18 References to clauses are to clauses of these Conditions.
- 1.19 Any reference to a statute, regulation or other similar instrument shall be construed as a reference to the same as amended, replaced or superseded.
- 2. Supplier's Conditions and Effect of an Purchase Order**
- 2.1 These Conditions shall apply to and be incorporated into the Agreement, which, subject to clause 2.2 (and save in the case of fraud or fraudulent concealment), constitutes the entire agreement between Serco and the Supplier relating to its subject matter.
- 2.2 Where Serco and the Supplier have entered into a framework agreement or supply contract in respect of the Goods and/or Services referred to in the Purchase Order, then these Conditions shall not apply.
- 2.3 Subject to clause 2.2, notwithstanding the terms of any tender documentation, quotation or other documents (even where expressed to apply to the provision of any Goods and/or Services), the only conditions that shall apply to the Agreement are those found in the documents which make up the Agreement and all other terms and conditions (including any Supplier terms) are hereby expressly excluded.
- 2.4 Serco shall only be bound by a Purchase Order if it is signed or sent electronically by a duly authorised representative of Serco. The execution and return of the acknowledgement copy of the Purchase Order by the Supplier or the delivery of Goods or commencement of Services pursuant to that Purchase Order constitutes acceptance of the Purchase Order on these Conditions by the Supplier.
- 3. Goods**
- 3.1 The Supplier warrants that all Goods supplied to Serco under the Agreement shall: (i) comply with the specification set out in the Purchase Order; (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); (iii) be fit for any purpose held out by the Supplier or made known to the Supplier by Serco; (iv) be free from defects in design, material and workmanship and shall remain so for 12 months after delivery to Serco in accordance with this clause 3; and (v) comply with all applicable laws.
- 3.2 Goods shall be delivered at the Supplier's cost and risk to Serco by the date(s) specified in the Purchase Order, or if a date is not specified, within 30 days of the date of the Purchase Order, to the delivery address stated in the Purchase Order (or such other location as agreed in writing by Serco), during (unless otherwise specified in the Purchase Order), together with a delivery note which shows the Purchase Order number, date of the Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. All delivery notes provided pursuant to this clause 3.2 will act as an inventory of the Goods delivered and shall have no other purpose.
- 3.3 The Supplier shall unload the Goods at its own risk and as directed by Serco. The Goods shall remain at the risk of the Supplier until unloading of the Goods is complete, at which point risk in the Goods shall pass to Serco.
- 3.4 Subject to clause 3.3, legal and beneficial title in the Goods shall pass to Serco on the earlier of: (i) delivery of such Goods in accordance with these Conditions; and (ii) payment by Serco for such Goods, without prejudice to any rights of rejection that Serco may have under the Agreement.
- 3.5 All Goods shall be subject to Serco's (and, if necessary, any of Serco's customers') inspection and test at all times before, during or after manufacture. The Supplier shall provide, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by Serco and/or any of its customers. Final inspection and acceptance shall be on

Serco's premises unless otherwise specified in the Purchase Order.

3.6 If, after delivery of any Goods, Serco determines that:

- (a) there is a physical shortfall in the quantity delivered, then without prejudice to Serco's other rights or remedies, the Supplier shall promptly correct any shortfall; or
- (b) Goods have been delivered in excess of the quantities stated in the Purchase Order, then Serco shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable upon request at the Supplier's expense; or
- (c) Goods are visibly damaged and/or do not comply with the requirements of clause 3.1, then without prejudice to any other right or remedy of Serco under the Agreement, the Supplier shall promptly at its own expense replace any such defective Goods without waiting for the defective Goods to be returned by Serco, and Serco shall return (at the Supplier's cost and risk) any defective Goods to the Supplier after receipt of replacement Goods from the Supplier.

4. **Services**

4.1 The Supplier shall provide the Services to Serco in accordance with the terms of the Agreement from the commencement date specified in the Purchase Order until the expiry date specified in the Purchase Order, subject to earlier termination in accordance with the terms of the Agreement.

4.2 The Supplier shall: (i) perform the Services with all due care, skill and diligence; (ii) ensure that the Services conform with the specification set out in the Purchase Order; (iii) perform the Services in accordance with all applicable laws; and (iv) observe all health and

safety rules and regulations and any other reasonable security requirements that apply at any of Serco's premises at which Services are being provided.

4.3 The Supplier shall meet any dates or deadlines for performance of the Services set out in the Purchase Order, provided that if no performance dates are specified, the Supplier shall perform the Services promptly, diligently and in any event within a reasonable time of the date of the Purchase Order.

5. **Price**

The price of the Goods and/or Services shall be set out in or calculated in accordance with the Purchase Order and, unless otherwise agreed in writing by Serco, shall be exclusive of value added tax ("**VAT**") but inclusive of all other charges. Any VAT shall be charged in accordance with the relevant regulation in force at the time of making the taxable supply and shall be paid by Serco following receipt from the Supplier of a valid VAT invoice. No variation in the price or any extra charges shall be accepted or payable by Serco unless agreed between Serco and the Supplier and set out in the Agreement.

6. **Payment and Invoicing**

6.1 The Supplier shall comply with the invoicing process set out in Serco's suppliers' guide entitled "Doing business with Serco" (available at www.serco.com as amended from time to time) and Serco shall pay the price of the Goods and/or Services that are delivered and accepted pursuant to these Conditions ("**Charges**") within 30 days from the date of receipt by Serco of a valid and undisputed invoice from the Supplier which includes the relevant Purchase Order number(s) given by Serco for the relevant Goods and/or Services and any relevant supporting data that may reasonably be required by Serco.

6.2 Without prejudice to any other right or remedy that Serco may have, Serco shall have the right to: (i) withhold from the payment of the Charges any amounts required by law to be

deducted; and (ii) set off any liability of the Supplier (whether under the Agreement or not) to Serco against any liability of Serco to the Supplier.

6.3 If Serco fails to pay any undisputed Charges by the due date for payment, Serco shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time from the due date until the date of actual payment of the overdue amount whether before or after judgment.

7. Tax Warranty

The Supplier warrants and undertakes to Serco that:

7.1 its tax affairs have not given rise to a criminal conviction in any jurisdiction for tax related offences which is unspent, or to a penalty for civil fraud or evasion and it has procedures in place to ensure that no such tax offence, fraud or evasion should arise; and

7.2 it has not entered into any arrangements or submitted any tax return which has been successfully challenged on the basis of abuse of law or being a transaction the main, or one of the main, purposes of which was the avoidance of any tax and no report under the DOTAS rules (or equivalent rules in any other jurisdiction) has been made or required to be made.

8. Confidentiality

The Supplier shall at all times during and after the term of the Agreement keep in strict confidence all technical and/or commercial know-how, specifications, inventions, processes and/or initiatives which are of a confidential nature and any other information relating to Serco's business, customers or financial or other affairs which is not publicly known and which is disclosed to the Supplier by Serco or any employee, agent or subcontractor of Serco or which the Supplier obtains ("**Confidential Information**"). The Supplier shall restrict disclosure of such Confidential Information to: (i) such disclosure

as may be required by law or any legal or regulatory authority; and/or (ii) such of its employees, agents and/or subcontractors who need to know the same for the purpose of discharging the Supplier's obligations to Serco provided that the Supplier shall ensure that such employees, agents and/or subcontractors are subject to obligations of confidentiality equivalent to this clause 8.

9. Audit Rights

The Supplier shall as soon as reasonably practicable on request from Serco make available to Serco any file, correspondence, document or information relating to the performance of the Supplier's obligations under the Agreement and any other information which Serco may require to verify the Supplier's performance of the Agreement in accordance with its terms or to comply with the requirements of any applicable laws, relevant governmental authority and/or customer of Serco. The Supplier shall permit Serco, its professional advisers, its customers and any relevant governmental authority access to all information in the possession or control of the Supplier which they may reasonably require in relation to the Agreement.

10. Business Integrity (General)

The Supplier shall:

10.1 comply with the Serco Supplier Code of Conduct (which can be found at www.serco.com and as may be amended or updated from time to time);

10.2 comply with all applicable laws, statutes and regulations relating to ethical and responsible standards of behaviour, including those dealing with human rights (including human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development, data protection and bribery and corruption;

10.3 ensure that any person associated with the Supplier who is providing goods and/or performing services in connection with the

Agreement does so only on the basis of a written contract which imposes similar obligations equivalent to those imposed on the Supplier in clauses 10 to 13, 15 and 16 (the "**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Serco for any breach by such persons of any of the Relevant Terms; and

10.4 where requested in writing by Serco, certify to Serco within 14 days of the date of such request, in writing and signed by an officer of the Supplier, compliance with the Relevant Terms by the Supplier and all persons associated with it (as referred to in the Relevant Terms). The Supplier shall provide such supporting evidence of compliance as Serco may reasonably request.

11. **Serco's Property and Intellectual Property Rights**

11.1 All materials (including equipment and tools) supplied by Serco to the Supplier and/or paid for by Serco shall be the property of Serco and shall be: (i) clearly identified as the property of Serco; (ii) subject to removal upon demand by Serco at any time without additional cost to Serco; (iii) used only for fulfilling orders from Serco; (iv) kept separate from other materials; (v) held by the Supplier in safe custody at its own risk; and (vi) maintained and kept in good condition by the Supplier, and shall not be: (i) disposed of other than in accordance with Serco's written instructions; or (ii) used other than as authorised by Serco in writing. The Supplier assumes all liability for loss or damage howsoever caused to such materials, save for reasonable wear and tear, and agrees to supply detailed statements of inventory upon request by Serco.

11.2 In the absence of prior written agreement by Serco to the contrary, all intellectual property rights created by the Supplier or any employee, agent or subcontractor of the Supplier (i) in the course of providing the Goods and/or performing the Services; or (ii) exclusively for the purpose of providing the

Goods and/or performing the Services ("**New IPR**") shall vest in Serco immediately on creation and the Supplier hereby transfers by way of present assignment of future rights to Serco with full title guarantee and free from encumbrances and third party rights all New IPR, including all goodwill and rights under all applicable laws attaching thereto.

12. **Data Protection**

12.1 Each term used in this clause shall have the meaning given in the Data Protection Laws unless otherwise stated. Capitalised words and expressions used in this clause 12 are defined in clause 12.11. References to "**Articles**" in this clause 12 shall mean the Articles of the GDPR.

12.2 The Supplier acknowledges and agrees that Serco is the Data Controller and the Supplier is a Data Processor in respect of all Personal Data processed pursuant to the Agreement.

12.3 The Supplier warrants and represents that it shall, and shall procure that the Supplier's Personnel, process Personal Data only for the purpose of performing the Supplier's obligations under the Agreement on documented instructions that Serco may give to the Supplier from time to time and in compliance with the Data Protection Laws.

12.4 The Supplier warrants and represents that it shall:

- (a) not do anything that would put Serco in breach of the Data Protection Laws;
- (b) put in place before undertaking any processing and maintain appropriate technical and organisational measures in accordance with Articles 5 and 32;
- (c) provide Serco with such assistance as Serco requires to ensure compliance with Articles 32 to 36 (inclusive), taking into account the nature of the processing and the information available to the Supplier;

- (d) maintain a record of all of its processing activities under or in connection with the Agreement and of the measures implemented under this clause 12 in accordance with the requirements of Article 30 and make such record available to the relevant Supervisory Authority;
 - (e) provide Serco with such information as Serco requests from time to time to enable Serco to satisfy itself that the Supplier is complying with its obligations under this clause 12;
 - (f) allow Serco, its agents, representatives and external auditors access (on reasonable notice and during normal business hours) to its premises and/or any other location where Personal Data is processed under the Agreement to allow Serco to audit the Supplier's compliance with this clause 12. For the purposes of any such audit, the Supplier shall permit and/or shall procure that Serco shall be permitted access to such premises and/or locations, facilities, personnel, systems, records, books, accounts and information as may reasonably be required by Serco for the purpose of such audit;
 - (g) not cause or allow Personal Data to be transferred to and/or otherwise processed in a Non-adequate Country without Serco's prior written approval;
 - (h) not transfer Personal Data to, or permit the processing of Personal Data by, any third party (for the avoidance of doubt including its Affiliates) save to the Supplier's employees, except:
 - (i) with Serco's prior written consent in each case (such consent to be given or withheld at Serco's absolute discretion); and
 - (ii) where Serco has given such consent, the Supplier has entered into a written contract with that third party under which that third party agrees to obligations that are equivalent to the Supplier's obligations set out in this clause 12, unless required to do so by Applicable Law, in which case the Supplier shall (to the extent permitted by Applicable Law) give Serco prior written notice of such requirement;
 - (j) at any time upon request, and in any event upon termination or expiry of the Agreement, deliver up to Serco or (at Serco's choice) securely delete or destroy all Personal Data in the Supplier's possession (except for such Personal Data which the Supplier is required to keep in compliance with Data Protection Laws);
 - (k) provide all assistance requested by Serco from time to time in undertaking any data protection impact assessments and consultation with a Supervisory Authority that Serco may reasonably decide to undertake; and
 - (l) ensure the Supplier Personnel are subject to binding obligations of confidentiality in respect of Personal Data processed under the Agreement.
- 12.5 The Supplier shall assist Serco by appropriate technical and organisational measures to comply with its obligations and fulfil Data Subjects' rights under Data Protection Laws, including:
- (a) responding to requests or queries from Data Subjects in respect of their Personal Data (including the provision of Portable Copies);
 - (b) cooperating with an investigation in connection with the Personal Data by

- a regulatory body, (including a Supervisory Authority); or
- (c) reconstructing and/or otherwise safeguarding the Personal Data,
- within any reasonable timescales specified by Serco.
- 12.6 If the Supplier becomes aware of or suspects a Personal Data Breach it shall notify Serco without undue delay and in any event within 24 hours, providing all the information set out in Article 33 and/or as requested by Serco. The Supplier shall at its own cost provide all assistance reasonably requested by Serco to ensure that Serco complies with its obligations under Articles 33 and 34. The Supplier shall take all reasonable steps to mitigate any risks of a Personal Data Breach occurring in the future.
- 12.7 If for any reason the Supplier is unable to provide any of the information set out in Article 33 within the timescale referred to in clause 12.6, it shall provide a written explanation to Serco and use all reasonable endeavours to provide all such information as soon as possible.
- 12.8 The Supplier shall not disclose any information about or in connection with any unauthorised or unlawful processing or accidental loss or destruction of, or damage to, Personal Data, other than:
- (a) to Serco;
- (b) with Serco's express prior written approval; or
- (c) as required to be disclosed by Applicable Law.
- 12.9 The Supplier shall procure that all its Personnel, Affiliates and any sub-processors who have access to Personal Data in connection with the Agreement comply with the terms of this clause 12 and the Supplier shall be liable for all acts and omissions of such personnel, Affiliates and sub-processors.
- 12.10 The Supplier warrants that from 25th May 2018, it shall, where applicable, comply with its obligations to appoint and maintain in place throughout the term of the Agreement a data protection officer as required by Articles 37, 38 and 39 and it shall designate a representative in the European Union where required by Articles 3(2) and 27 and ensure that its representative complies with clauses 12.4(d), 12.4(f) and 12.5(b).
- 12.11 For the purpose of this clause 12 the following definitions apply:
- (a) **"Adequacy Decision"** means a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive or (as applicable) a finding under Article 45(1) of the General Data Protection Regulation that a country, a territory or one or more specified sectors within that country, or the international organisation in question ensures an adequate level of protection within the meaning of Article 45 of the General Data Protection Regulation;
- (b) **"Data Controller"** has the meaning given in the Data Protection Act 1998 or (as applicable) has the meaning given to "controller" in the General Data Protection Regulation;
- (c) **"Data Processor"** has the meaning given in the Data Protection Act 1998 or (as applicable) has the meaning given to "processor" in the General Data Protection Regulation;
- (d) **"Data Protection Directive"** means Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (e) **"Data Protection Laws"** means, before 25 May 2018, the Data Protection Act 1998 and the Data

Protection Directive and from 25 May 2018 the General Data Protection Regulation;

- (f) **"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;
- (g) **"Non-adequate Country"** means a country or territory which is outside the European Union and in respect of which there has not been an Adequacy Decision. For the purposes of the Agreement, "Non-adequate Country" includes the United States of America; and
- (h) **"Portable Copy"** means a copy of Personal Data in such form as to enable Serco to comply with its obligations under Article 20 of the General Data Protection Regulation.

13. **Data Security**

At all times that the Supplier has access to, holds or processes any of Serco's Personal Data or Confidential Information, without prejudice to the provisions of clause 8 (Confidentiality) and clause 12 (Data Protection), the Supplier shall be certified as compliant with the standards set out in ISO27001:2013 (or such replacement data security standard as Serco may notify to the Supplier from time to time) by an accredited certification body and shall hold any and all of Serco's Confidential Information and Personal Data in its possession in compliance with such standards. On request from Serco, the Supplier shall provide evidence of such certification.

14. **Termination**

14.1 Serco shall be entitled at any time and for convenience to terminate the Agreement in whole or in part by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Agreement and

Serco shall pay to the Supplier all amounts properly due under the Agreement for the Goods delivered and/or the Services performed up to the date of termination.

14.2 Serco shall have the right at any time by giving notice in writing to the Supplier to terminate the Agreement forthwith if:

- (a) the Supplier commits a material breach of the Agreement;
- (b) the Supplier breaches clauses 3.1, 4.2, 7, 8, 10, 11, 12, 13, , 15 or 16;
- (c) a Force Majeure Event (as defined in clause 22.1) prevents the Supplier from supplying any Goods and/or performing any Services or otherwise performing any of its obligations under the Agreement for more than 4 weeks; or
- (d) Serco is required to terminate the Agreement under any applicable law or by a governmental authority.
- (e) Either party shall have the right at any time by giving notice in writing to the other party to terminate the Agreement forthwith if the other party is subject to an Insolvency Event.

14.3 The termination of the Agreement, however arising, shall be without prejudice to the rights and duties of Serco accrued prior to termination. The clauses of these Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

14.4 On the expiry or earlier termination of the Agreement (in whole or in part) for any reason, the Supplier shall co-operate fully with Serco to ensure an orderly migration of any Services to Serco or such replacement supplier as Serco may direct at no additional cost to Serco.

14.5 On termination of the Agreement for any reason, the Supplier (or, if appropriate, its

receiver, administrator, administrative receiver, liquidator or manager) shall:

- (a) promptly deliver to Serco: (i) all necessary documentation and assistance to ascertain the status of the relevant Goods and the input required to provide and complete the relevant Goods and to operate, support and maintain the relevant Goods in accordance with the Specifications; (ii) all relevant Goods or Deliverables in which title has passed to Serco but which remain in the possession of the Supplier; and
- (b) immediately (and within 7 days after the date of termination at the latest) repay to the Supplier any monies which have been paid in advance and which relate to the supply of Goods and/or Services after the date of termination.

- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery or corrupt business practices;

15.5 notify Serco as soon as it becomes aware of any actual or suspected bribe or corrupt business practice within its operations or its supply chain which has a connection with the Agreement, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

15.6 promptly report to Serco any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement and/or if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier hereby warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement).

15.7 For the purpose of this clause 15, the meaning of "foreign public official" and whether a person is associated with another person shall be determined in accordance with, respectively, sections 6(5) and 6(6), and section 8, of the Bribery Act 2010.

15. Anti-bribery

The Supplier shall:

- 15.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption including the Bribery Act 2010;
- 15.2 have and maintain in place throughout the term of the Agreement its own policies and procedures to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and corruption;
- 15.3 implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no bribery or corrupt business practices in its supply chains;
- 15.4 represent, warrant and undertake that neither the Supplier nor any of its officers, employees, Subsidiaries, Affiliates or other persons associated with it:
 - (a) has been convicted of any offence relating to bribery or corrupt business practices;

16. Modern Slavery

The Supplier shall:

- 16.1 comply with all applicable laws, statutes and regulations relating to slavery, involuntary servitude, debt bondage, forced labour or human trafficking ("**Modern Slavery**") including the Modern Slavery Act 2015 and take reasonable steps to ensure that there are no Modern Slavery issues in the Supplier's supply chains or in any part of their business;
- 16.2 have and maintain in place throughout the term of the Agreement its own policies and

procedures to ensure compliance with all Modern Slavery laws, statutes and regulations;

16.3 implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there are no Modern Slavery issues in its supply chains;

16.4 represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015 (without regard to territorial scope of that Act) and that neither the Supplier nor any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

- (a) has been convicted of any offence relating to Modern Slavery; or
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery;

16.5 notify Serco as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection with the Agreement, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

16.6 maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to Serco in connection with the Agreement.

16.7 Supplier in clauses

17. TUPE

On termination of the Agreement the parties agree that TUPE is not expected or intended to apply. Should TUPE apply to transfer any personnel to Serco, its subcontractors or a replacement supplier of the Services (each a "New Employer"), the New Employer shall be entitled to terminate the employment of such

personnel and the Supplier shall indemnify the New Employer and keep the New Employer indemnified in full for and against all Losses suffered or incurred by Serco as a result of or in connection with: (a) the employment of that individual to the date of termination; (b) the termination of that employment; and (c) any failure of the Supplier or the New Employer to comply with TUPE.

18. Assignment and subcontracting

18.1 The Supplier may not assign, novate, subcontract, transfer or otherwise dispose of or deal with the Agreement (in whole or in part) or any or all of its rights and/or obligations under the Agreement without Serco's prior written consent.

18.2 The Supplier shall remain fully responsible for any and all acts, omissions and failures to act of its subcontractors as if they were acts, omissions or failures to act of the Supplier and, without prejudice to the generality of the foregoing, any breach of the terms of the Agreement by a subcontractor of the Supplier shall be deemed a breach of the Supplier.

19. Indemnity

The Supplier shall indemnify Serco and keep Serco indemnified in full for and against all Losses suffered or incurred by Serco as a result of or in connection with:

19.1 defective workmanship, quality or materials and/or defective performance of the Services;

19.2 an infringement or alleged infringement of any intellectual property rights caused by the use, possession, manufacture, receipt or supply of the Goods and/or Services; and

19.3 any breach of clauses 3.1, 4.2, 8, 10, 11, 12, 13, 15 or 16 by the Supplier;

19.4 any claim made against Serco in respect of any Losses suffered or incurred by Serco's employees or agents or by any customer or third party as a result of or in connection with the provision of the Goods and/or the Services as a consequence of a direct or indirect

breach or negligent performance or failure or delay in performance of the terms of the Agreement by the Supplier.

20. **Insurance**

From the date of the Agreement until the date which falls twelve (12) months after the later of (i) the date of delivery of any Goods under clause 3; and (ii) the date of expiry of the Services (as specified in the Purchase Order), the Supplier shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with the Agreement, and produce to Serco on demand full particulars of that insurance and the receipt for the then current premium.

21. **Serco's Affiliates**

21.1 The Supplier agrees that all benefits, warranties, indemnities, licences and other rights and remedies provided to or conferred upon Serco under the Agreement are also provided to or conferred upon its Affiliates and in providing Goods and/or Services to the Affiliates the Supplier owes the same duties and obligations to the Affiliates as to Serco. Where the Supplier provides Goods and/or Services to an Affiliate, the Affiliate shall have the same rights under the Agreement as Serco and the Supplier shall owe the same duties and obligations to such Affiliate as it does to Serco.

21.2 Any Losses suffered, incurred or paid by an Affiliate as a result of any negligence of the Supplier or a breach of the Agreement (an "**Affiliate Loss**") by the Supplier shall be treated as if it was suffered, incurred or paid by Serco and Serco shall be entitled to enforce directly against the Supplier any of the rights or the benefits conferred on any of its Affiliates by the Agreement and recover any such Affiliate Loss. To the extent that Serco is unable to recover an Affiliate Loss, the relevant Affiliate(s) shall be entitled to recover such Affiliate Loss directly from the Supplier

for this purpose under the Contracts (Rights of Third Parties) Act 1999.

21.3 Serco and the Supplier may vary or terminate the Agreement in accordance with its terms without the agreement or consent of any of Serco's Affiliates, even if that variation or termination affects the benefits conferred on the relevant Affiliate.

22. **General**

22.1 Without prejudice to clause 14.2(d), neither party will be in breach of the Agreement nor liable for any delay or failure to perform its obligations under the Agreement which is caused by circumstances, events or causes beyond its reasonable control including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire explosion, flood, epidemic, (but excluding strikes or labour disputes involving the staff of the Supplier) (a "**Force Majeure Event**") provided that the Supplier shall use all reasonable endeavours to mitigate the effect of any Force Majeure Event on the performance of its obligations.

22.2 Nothing in the Agreement and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the parties or to authorise either party to act as agent for the other for any purpose. Neither party will hold itself out as agent or representative of the other nor as having authority to act in the name of or otherwise bind the other party in any way.

22.3 No failure, delay or indulgence of either party in exercising any right, power, privilege or remedy under the Agreement shall impair or operate as a waiver thereof in whole or in part except to the extent such waiver is confirmed in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given. No single or partial exercise of any right, power, privilege or remedy will preclude any other or

further exercise of any other right, power, privilege or remedy.

with English law and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction.

22.4 Notices required or authorised to be given under the Agreement will be sent to the registered office and addressed to the Company Secretary of the other party unless otherwise notified in writing.

22.5 If any term or provision of the Agreement is or becomes (whether or not pursuant to any judgment or otherwise) illegal, void, invalid or unenforceable, in any respect under the law of any jurisdiction:

- (a) the legality, validity and enforceability of that provision in any other jurisdiction; and
- (b) the legality, validity and enforceability of any other provision of the Agreement in any jurisdiction,

shall not be affected or impaired in any way and shall continue to be valid and binding on the parties and such provision shall be divisible from the Agreement and shall be deemed to be deleted from the Agreement.

22.6 Except as expressly set out in the Agreement, no variation of the terms of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Serco.

22.7 Serco's rights and remedies expressly provided under the Agreement are in addition to, and not exclusive of, any and all rights and remedies implied or otherwise provided by law and may be enforced separately or concurrently with any other right or remedy.

22.8 Except as expressly provided by the Agreement and subject to clause 21 (Serco's Affiliates), a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

22.9 The Agreement and any dispute or claim whatsoever relating to it or its formation shall be governed by and construed in accordance