

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1 INTERPRETATION

1.1 In these Conditions the following expressions will have the following meanings unless inconsistent with the context:

Word	Meaning
“Change of Control”	means, in relation to an undertaking, a change in the ability to direct the affairs of that undertaking, whether by virtue of ownership of shares, contract or otherwise;
“the Company”	the member of the Mizkan Europe Group placing the Order with the Supplier or, if different, the member(s) of the Mizkan Europe Group receiving delivery of the Goods and/or Services;
“Conditions”	means these terms and conditions and any special terms agreed in writing by the Company and the Supplier;
“the Contract”	the Order and the Supplier’s acceptance of the Order;
“Goods”	any goods agreed in the Contract to be purchased by the Company from the Supplier (including any part or parts of them);
“Intellectual Property Rights”	without limitation, copyrights (including for the avoidance of doubt rights in computer software and typography rights), patents, trade marks, domain names, rights in designs, databases, operating systems and specifications (both registered and unregistered) and any applications to register any of the foregoing, rights in inventions (whether patentable or not), know-how, trade secrets and other confidential information and all corresponding rights of a similar nature anywhere in the world;
“Order”	the Company’s written instruction to supply the Goods and/or Services, incorporating these Conditions;
“Mizkan Europe Group”	means Mizkan Euro Ltd (company number 08053234) and (i) its ultimate parent undertaking, and/or (ii) any subsidiary undertaking of its ultimate parent undertaking, and “parent undertaking” and “subsidiary undertaking” shall have the meaning set out in section 1162 of the Companies Act 2006, as amended, and “Mizkan Europe Group” shall be construed accordingly;
“Project Materials”	any and all materials developed, written or prepared by the Supplier, its employees, agents or sub-contractors in relation to the Services (whether individually, collectively or jointly with the Company);
“Project Plan”	the timetable for performing the Services specified in the Order or otherwise agreed in writing by the Company and the Supplier;
“Services”	any services agreed in the Contract to be purchased by the Company from the Supplier (including any part or parts of them);

“Service Levels”	the service levels for the Services, if any, specified in the Order or otherwise agreed in writing between the Company and the Supplier;
“Specification”	the specification for the Goods and/or Services specified in the Order or otherwise agreed in writing between the Company and the Supplier; and
“Supplier”	the person, firm or company who accepts the Company’s Order.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions the headings will not affect the construction of these Conditions.

2 APPLICATION OF TERMS

2.1 These Conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Goods and/or Services by the Company from the Supplier shall be deemed to be an offer by the Company to purchase Goods and/or Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer. The Company’s offer to purchase Goods and/or Services shall lapse if the offer has not been accepted by the Supplier within 7 days of the Company making the offer.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.4 These Conditions apply to all the Company’s purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company or a person who has delegated authority from the Company’s Board of directors.

3 QUALITY OF GOODS AND/OR SERVICES

3.1 In relation to the Goods, the Supplier warrants, represents and undertakes that the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and any specification and/or patterns supplied or advised by the Company to the Supplier (including without limitation the Specification), or applied by the Supplier to the Goods, and that the Goods shall comply with any and all regulations, regulatory, statutory, legal and other such requirements applicable to the Goods including without limitation as to food safety and/or, in the case of machinery, CE Marking.

- 3.2 In relation to the Services, the Supplier warrants, represents and undertakes that the Services shall be performed:
- 3.2.1 in accordance with the Contract, including without limitation the Specification and the Service Levels;
 - 3.2.2 with reasonable skill and care and in accordance with any and all standards generally observed in the industry for similar services;
 - 3.2.3 in accordance with the timescales set out in the Project Plan, if any, and if there is no Project Plan in a timely manner bearing in mind the nature of the Services and the Company's requirements;
 - 3.2.4 in compliance with any and all regulations, regulatory, statutory, legal and other such requirements applicable to the Services; and
 - 3.2.5 in compliance with all security, health and safety and other policies, regulations, rules, codes of practice and guidelines that apply to the Company's premises at which any Services are to be provided, copies of which shall be provided by the Company on request.
- 3.3 The Supplier shall demonstrate on demand the conformity of the Goods and/or Services to the requirements of Condition 3.1 and/or Condition 3.2 as appropriate and the conformity of the Supplier and its processes to any legal, regulatory or statutory requirement.
- 3.4 The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable statute from time to time.
- 3.5 At any time prior to and after delivery of the Goods and/or Services to the Company the Company shall have the right to:
- 3.5.1 inspect Goods or premises at which Goods are manufactured, packed, processed or stored and test the Goods at all times; and/or
 - 3.5.2 audit documentation relating to the Services or premises at which Services are performed.
- If initial tests and/or audits on the Goods and/or Services undertaken by the Company indicate a potential defect or problem, the Company reserves the right to undertake such additional tests and/or audits as it deems appropriate and the Supplier shall reimburse the Company the cost of such additional tests and/or audits.
- 3.6 If the results of such inspection, testing and/or audits cause the Company to be of the opinion that the Goods and/or Services do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Supplier or to any Specifications, Service Levels and/or Project Plan, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing, inspection and/or audits.
- 3.7 Notwithstanding any such inspection, or testing and/or audits, the Supplier shall remain fully responsible for the Goods and/or Services and any such inspection, testing and/or audit shall not diminish or otherwise affect the Supplier's obligations under the Contract.

3.8 If any of the Goods and/or Services fail to comply with the provisions set out in Condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in Condition 11.

4 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

In performing its obligations under the agreement, the Supplier shall:

4.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;

4.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance;

4.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015; and

4.4 ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

5 INDEMNITY

5.1 The Supplier shall indemnify and hold harmless and keep the Company and all Mizkan Europe Group indemnified in full on demand against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company and all Mizkan Europe Group as a result of or in connection with:

5.1.1 defective workmanship, quality or materials;

5.1.2 any of the Goods and/or Services failing to comply with the provisions set out in Condition 3;

5.1.3 an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services;

5.1.4 any claim made against any Mizkan Europe Group Company in respect of any liability, loss, damage, injury, cost or expense sustained by that Mizkan Europe Group Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services; or

5.1.5 any loss or damage to property of Mizkan Europe Group Company to the extent that such loss or damage was caused by, relates to or arises from the Goods and/or Services and/or the negligence of the Supplier or its employees, agents or subcontractors.

6 DELIVERY AND TIME FOR PERFORMANCE

6.1 Time for delivery of the Goods and/or performance of the Services shall be of the essence.

6.2 If the whole or any part of the Goods and/or Services are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the

right to:

- 6.2.1 cancel the Contract in whole or in part;
- 6.2.2 refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;
- 6.2.3 recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods and/or Services in substitution from another supplier; and
- 6.2.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods and/or Services on the due date.

7 PRICE

- 7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 7.2 No variation in the price nor extra charges will be accepted by the Company.
- 7.3 The Company shall be entitled to any discount for prompt payment or volume of orders customarily granted by the Supplier to any other customer.

8 PAYMENT

- 8.1 For Services, the Supplier shall be entitled to invoice the Company for the price at the intervals specified in the Order or otherwise agreed in writing between the Company and the Supplier. If no intervals are so specified or agreed, the Supplier shall be entitled to invoice the Company monthly in arrears.
- 8.2 The Supplier will provide invoice data within fourteen (14) days of the end of each calendar month/ the delivery of the Goods and/or Services in electronic format within a Microsoft Excel spreadsheet formatted for upload into the accounts payable module of the accounting system of the Mizkan Europe Group business specified as the invoice address in the Order or as otherwise specified from time to time by the Company. The Company will provide the file format and key data fields to the Supplier which will include, but are not limited to, business name, date, site, order number, cost centre number, project code, description of Goods and/or Services grouped by type.
- 8.3 The Supplier's paper invoices, which will be provided at the same time as the electronic invoice data referred to in Condition 7.2, shall include a description of the Goods and/or Services provided and the relevant order number if applicable together with an itemised statement of any costs and expenses claimed under the invoice and supporting receipts.
- 8.4 Subject to Condition 7.6, the Company shall pay or procure the payment of all invoices within sixty (60) days of the end of the month of receipt provided that, if in the opinion of the Company any invoice is incorrect or does not comply with Condition 7.3, the Company shall notify the Supplier and payment shall not be due to the Supplier for the price set out in such invoice unless and until a correct invoice has been submitted to the Company and then payment shall be due within sixty (60) days of the end of the month of receipt of such corrected invoice.

- 8.5 Unless otherwise agreed, the price of any Services shall include all out-of-pocket expenses which may be incurred by the Supplier, including, without limitation, travel and subsistence expenses. If the Company agrees to reimburse expenses incurred by the Supplier, such reimbursement shall be limited to expenses necessarily incurred by the Supplier's personnel in performing the Services and only amounts approved by the Company in advance shall be reimbursed.
- 8.6 If any sums are due to the Company from the Supplier, then the Company shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Company under or in relation to this or any other Contract.
- 8.7 If the Company is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any withholding in respect of tax or otherwise from any amount or amounts payable to the Supplier pursuant to the Contract, the Company shall pay any amounts net of such withholding.

9 INSURANCE

- 9.1 The Supplier shall at its own cost, maintain in force such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under these Conditions with a reputable insurer.
- 9.2 The Supplier shall on written request of the Company from time to time provide the Company with reasonable details of the insurance policies in question, and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Company when requested to do so in writing by the Company.

10 CONFIDENTIALITY

- 10.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents and any other confidential information concerning the Company's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.
- 10.2 The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the terms of these Conditions without the prior written consent of the Company.

11 TERMINATION

- 11.1 Notwithstanding Condition 19, the Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss and, in the case of Services, shall not exceed the amount which

would have been payable to the Supplier for the Services during the 30 day notice period referred to at Condition 19 had that period of notice been given.

11.2 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect if:

11.2.1 the Supplier commits a breach of any of the terms and conditions of the Contract;

11.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier;

11.2.3 the Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Supplier's undertaking or assets;

11.2.4 the Supplier ceases or threatens to cease to carry on its business;

11.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

11.2.6 there is a Change of Control of the Supplier.

11.3 The termination of the Contract, however arising, will be without prejudice to the rights of the Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12 REMEDIES

12.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of this Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Company:

12.1.1 to rescind the Order;

12.1.2 to reject the Goods and/or Services (in whole or in part) and, in the case of Goods return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned (and for costs incurred by the Company in returning those Goods) shall be paid immediately by the Supplier. If Goods are rejected by the Company, for whatever reason, the Supplier shall collect the Goods from the delivery address communicated to the Supplier in accordance with Condition 16;

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

12.1.4 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Supplier;

12.1.5 to carry out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the Contract; and/or

12.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

13 ASSIGNMENT

13.1 The Supplier shall not be entitled to assign the Contract or any part of it (including without limitation the assignment of the financial benefit pursuant to a factoring or similar arrangement) without the prior written consent of the Company

13.2 Where the Company agrees that the Supplier may assign to a third party (the "**Third Party**") the right to collect payments pursuant to the Contract:

13.2.1 unless otherwise notified by the Third Party in writing, the Company shall comply with the instructions for payment received from the Supplier;

13.2.2 if the Supplier wishes the Company to cease making payments to the Third Party, it shall provide the Company with unequivocal written confirmation from the Third Party that payment should cease to be paid to that Third Party. Until such confirmation is received, the Supplier may continue to make payments to the Third Party;

13.2.3 then notwithstanding any assignment by a Supplier to a Third Party of the right to collect payment, the Company shall have the right to set-off against the Supplier's invoices any amounts owed by the Supplier to the Company or to any other Mizkan Europe Group Company, including without limitation where the Supplier failed to fulfil an Order, or where the Goods and/or Services delivered by the Supplier do not comply with the Order; and

13.2.4 the Supplier shall bring to the attention of the Third Party the existence of these terms and, as part of the arrangements with the Third Party, the Third Party shall comply with these terms insofar as is applicable

13.3 The Company may assign the Contract or any part of it to any person, firm or company.

14 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

THIRD PARTY RIGHTS

Each Mizkan Europe Group Company may rely upon and enforce these Conditions. The third party rights referred to in this Condition can be enforced by the relevant Mizkan Europe Group Company subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided in this Condition (or insofar as these Conditions otherwise expressly provides that a third party may in his own right enforce a term of these Conditions), a person who is not a party to these Conditions has no right under the Act to rely upon or enforce any terms of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

15 GENERAL

15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non exclusive jurisdiction of the English courts.

THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO THE PURCHASE OF GOODS ONLY:

16 DELIVERY

- 16.1 Unless otherwise agreed in writing between the Supplier and the Company, the Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is specified by the Company in writing prior to delivery of the Goods. The Supplier shall off-load the Goods as directed by the Company and in accordance with the Company's health and safety policy.
- 16.2 The Company shall have the right to change its delivery instructions including the delivery date at any time by reasonable notice in writing to the Supplier.
- 16.3 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
- 16.4 The Supplier shall invoice the Company upon, but separately from, delivery of the Goods to the Company.
- 16.5 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 16.6 If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material will only be returned to the Supplier at the cost of the Supplier.
- 16.7 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.
- 16.8 Where the Company agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated and the Company shall be entitled to each of the remedies at Condition 5.2.

- 16.9 Signature on behalf of the Company of a delivery note or other document presented for signature on delivery of the Goods is not evidence that the correct quantity or number of Goods have been delivered or that they otherwise meet the requirements of these Conditions or Order.
- 16.10 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 16.11 The Company shall be not deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

17 RISK/PROPERTY

The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking) when ownership of and risk in the Goods shall pass to the Company.

18 THE COMPANY'S PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Supplier or not so supplied but used by the Supplier solely in the manufacture of the Goods, or developed by or on behalf of the Supplier for the Company shall at all times be and remain the exclusive property of the Company but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing. Upon termination of the Contract, howsoever arising, the Company shall be entitled, upon reasonable notice and during normal business hours, to enter the Supplier's premises to repossess any of the Company's property which is in the Supplier's possession.

THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO THE PURCHASE OF SERVICES ONLY:

19 TERM OF CONTRACT

The Contract for Services shall come into force on the date and continue for the contract term specified in the Order or otherwise agreed in writing between the Company and the Supplier. If no commencement date is so specified or agreed, the Contract shall come into force on the date the Services are first performed. If no contract term is so specified, the Contract shall continue either until the Services have been performed in full or, if the Services are of a recurring nature, shall continue indefinitely unless and until terminated by the Company giving the Supplier not less than 30 days notice or by the Supplier giving the Company not less than 90 days notice.

20 EFFECTS OF TERMINATION

20.1 Following the termination or expiry of the Contract for whatever reason the Supplier shall:

20.1.1 provide all assistance as is requested by the Company to transfer the Services to the

Company or another service provider, subject to payment of the Supplier's expenses reasonably incurred;

20.1.2 at no additional charge, provide the Company with copies of and a perpetual, worldwide, royalty free licence to use and sub-contract the use of all documentation, software, materials and know-how previously used by the Supplier to provide the Services. If the Supplier is unable to grant the Company a right to use the exact software previously used by the Supplier to provide the Services, the Supplier shall grant the Company a right to use software with equivalent functionality;

20.1.3 return to the Company or (at the Company's option) destroy all or any information disclosed to it by or on behalf of the Company in connection with the Contract, together with any copies of any document containing such information in the Supplier's possession or control; and

20.1.4 erase all or any information disclosed to it by or on behalf of the Company in connection with the Contract from any computer, word processor or other device or storage media in the Supplier's possession or control.

21 THE COMPANY'S PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

21.1 Subject to the rights of the Supplier and/or any third party licensors in respect of any pre-existing materials which are supplied in conjunction with the Project Materials (which shall remain unaffected), the Company shall be entitled to all Intellectual Property Rights in the Project Materials, which Intellectual Property Rights the Supplier shall, with full title guarantee, assign to the Company immediately upon request.

21.2 The Supplier shall do all such things and sign all documents or instruments reasonably necessary to enable the Company to obtain, defend and enforce its rights in the Project Materials.

21.3 All Intellectual Property Rights in any materials provided by the Company to the Supplier in connection with the Services (the "**Company Materials**") vest in and remain vested in the Company or its licensors.

21.4 Upon the Company's request and in any event upon the expiry or termination of the Contract, the Supplier shall at its expense promptly deliver to the Company all copies of the Project Materials and Company Materials then in the Supplier's custody, control or possession.

21.5 The provisions of this Condition 21 shall survive the termination or expiry of the Contract.

22 PERSONNEL

22.1 The Supplier will procure that the provision of the Services is managed in such a way as to result in there not being a relevant transfer (within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Regulations**")) upon the termination or expiry of the Contract.

22.2 If, notwithstanding such obligation, the Regulations apply to transfer the employment of any person employed by the Supplier to the Company or any new service provider then if the Company or such new service provider shall serve a notice terminating the employment of such person within six months of the date of such transfer, the Supplier

shall indemnify the Company fully on demand against:

22.2.1 any sum payable to be person in question for redundancy and/or as damages for unfair and/or wrongful dismissal and/or as a reasonable settlement of a claim for such damages;

22.2.2 any sum payable to such new service provider in relation to the termination of employment, whether under a contract between the Company and the new service provider or otherwise; and

22.2.3 any associated costs or expenses.

23 DATA PROTECTION

23.1 In this Condition 23, "**Personal Data**" has the meaning given in the Data Protection Act 1998.

23.2 The Supplier warrants that to the extent it processes Personal Data on behalf of the Company:

23.2.1 it shall act only on instructions from the Company; and

23.2.2 it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

23.2.3 it shall not transmit such Personal Data to a country or territory outside of the EEA without the Company's prior written consent.

23.3 The Supplier shall treat Personal Data disclosed to it in the course of providing the Services as confidential information belonging to the Company.