

General Terms and Conditions of Purchase

These are the terms and conditions on which Futura may purchase Goods and/or Services from its suppliers. By accepting an Order from Futura - whether expressly or by starting any work on the Order - the Supplier is deemed to agree to supply the Goods and/or Services in accordance with these terms and conditions.

1. Definitions and Interpretation

1.1 In these terms and conditions of purchase, the following definitions apply:

"Affiliate" means any entity or undertaking owned or controlled (directly or indirectly) by Futura;

"Applicable Laws" means the laws of England and Wales and, where applicable, the European Union and any other laws, regulations, regulatory policies, guidelines or industry codes that apply to the provision of the Goods and/or Services;

"Authorised Representative" means the representative of each party as notified to the other party from time to time, and in relation to Futura means a manager or other person appointed by a board director and duly authorised (amongst other things) to issue Orders on behalf of Futura;

"Business Day" means any day other than a Saturday, Sunday or a bank holiday in England and Wales when banks in London are open for business;

"Conditions" means these general terms and conditions for the purchase of Goods and/or Services (including any Schedules to these terms and conditions);

"Contract" means the contract for the purchase of Goods and/or Services by Futura from the Supplier which incorporates these Conditions, the Order and any special terms and conditions that may be agreed in writing by a Representative for each party;

"Delivery Address" means the address stated in the Order for delivery of the Goods (or collection of the Goods, where Futura has agreed to collect the Goods from the Supplier) and/or performance of the Services, or such other address as is notified to the Supplier by Futura;

"Futura" means Futura Foods UK Ltd and/or any Affiliate (as appropriate)

"Goods" means the goods (including any instalment of the goods or any part of them) to be supplied by the Supplier under the Order;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order" means an order for Goods and/or Services placed by Futura, to which these Conditions shall apply;

"Policies" means Futura's policies as may be amended from time to time, including those relating to health and safety at Futura's site, the Bribery Act 2010 and Modern Slavery Act 2015;

"Price" means the price for the Goods and/or Services stated in the Order;

"Supplier" means the person, firm or company stated in the Order;

"Services" means the services (if any) to be performed by the Supplier under the Order; and

"Specification" means, in relation to Goods, any specification for the Goods (including any product specification, plans, drawings, data or other information) provided by Futura to the Supplier.

1.2 In these Conditions, the following rules apply:

1.2.1 a reference to "writing" or "written" includes email, fax or comparable means of communication;

1.2.2 a reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended from time to time;

1.2.3 any clause, paragraph or other headings in these Conditions are included for convenience only and shall not affect their interpretation;

1.2.4 a reference to clauses, paragraphs or Schedules are references to clauses, paragraphs and Schedules in these Conditions;

1.2.5 a reference to a "party" means either Futura or the Supplier and includes that party's successors and permitted assigns;

- 1.2.6 a reference to a “person” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality);
- 1.2.7 words in the singular include the plural and vice versa; and
- 1.2.8 any phrase introduced by the terms “including,” “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 General

- 2.1 Each Order constitutes an offer by Futura to purchase the Goods and/or Services subject to these Conditions. Subject to any written agreement signed by Authorised Representatives for each party, these Conditions constitute the entire agreement between the parties relating to the supply of Goods and/or Services and shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate at any time, and any terms included in any quotation, delivery note, invoice or otherwise subject to which an Order is accepted. If the Supplier wishes to import certain terms into the Contract, it shall notify Futura in writing and orally and Futura may (at its absolute discretion) agree to any such variation or addition.
- 2.2 An Order shall be accepted when the Supplier provides written or verbal confirmation of the Order. Where the Supplier does not provide written confirmation, an Order shall be deemed accepted when the Supplier carries out any act which is consistent with commencing or fulfilling the Order.
- 2.3 Any amendments to this Contract shall only be valid and effective if agreed in writing and signed by Authorised Representatives for each party.
- 2.4 In the event of any conflict between a clause in these Conditions and a specific term in the Order, the specific term of the Order shall prevail.
- 2.5 Futura may cancel the Order at any time prior to its acceptance by the Supplier.
- 2.6 All of the Conditions shall apply to the supply of both Goods and Services except where stated otherwise.

3 Supply of Goods

- 3.1 The Supplier shall supply the Goods in accordance with the Order and these Conditions.
- 3.2 The Goods (including their packaging and labelling) shall:
 - 3.2.1 be of the same quality and description as any sample provided;
 - 3.2.2 comply with any requirements as to quantity, quality and description given on the Purchase Order and/or any Specification; and
- 3.3 The Supplier warrants that in the production, supply and distribution of the Goods and the provision of information relating thereto, it will comply with the duties imposed on it by Applicable Law.
- 3.4 For avoidance of doubt, the Supplier warrants:
 - 3.4.1 that the Goods where appropriate, shall have no extraneous or objectionable odours or tastes whether hazardous/noxious or not;
 - 3.4.2 that any packaging used (whether printed or not) that is intended to come into contact with any Goods comprising food products shall not present any hazard to health, and shall comply with all Applicable Laws relating to the use of plastic materials intended to come into contact with food.
- 3.5 No changes, modifications or additions shall be made by the Supplier to the Goods once an Order has been accepted, unless agreed in writing by Futura’s Authorised Representative.
- 3.6 If before delivery of the Goods, Futura notifies the Supplier of any change to the Specification or Order (including quantity, description and timescales for delivery), the Supplier shall promptly notify Futura in writing if the change to the Specification or Order would reduce or increase the Price for the Goods. The parties shall use reasonable endeavours and act in good faith to agree a variation to the Price and other terms as necessary to reflect the changes to the Specification or Order. Any variation shall be in accordance with clause 2.3.

4 Delivery

- 4.1 The Supplier shall ensure that the Goods are marked in accordance with Futura’s instructions, clearly labelled and comply with any requirements of the carrier. All Goods supplied under the Order must be properly packed and secured to enable them to reach the Delivery Address or place of collection in an undamaged condition.
- 4.2 The Goods shall be delivered to, or made available for collection at the Delivery Address (at Futura’s option) on the date or within the period stated in the Order, and where Goods are being delivered to Futura’s premises, they shall be delivered during Futura usual business hours. Except where otherwise agreed by Futura, delivery of the Goods shall include unloading the Goods at the Delivery Address.

Delivery shall be effected on completion of unloading of the Goods by the Supplier at the Delivery Address or on collection of the Goods (where Futura has agreed in writing to collect the Goods from the Supplier).

- 4.3 Where no date is specified in the Order, the Supplier shall give Futura reasonable notice of the delivery date or time for collection of the Goods by Futura.
- 4.4 Time of delivery is of the essence, unless otherwise agreed in writing by Futura's Authorised Representative. The Supplier must notify Futura without delay if it cannot (or anticipates that it cannot) deliver the Goods by the delivery date or make the Goods available for collection by the agreed date (where Futura has agreed in writing to collect the Goods from the Supplier) and will provide Futura with an estimated revised delivery date or date for collection. If the Supplier fails to deliver the Goods or make the Goods available to Futura by the original date specified or otherwise in accordance with the Order, Futura may without liability and without prejudice to its other rights and remedies:
 - 4.4.1 reject late deliveries and cancel the Order; or
 - 4.4.2 deduct 2% of the total Price for the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% of the total Price of the Goods.
- 4.5 Any consignment of Goods dispatched by the Supplier for delivery to Futura shall be accompanied by an advice note (or where requested by Futura, shall be provided by email on the same day of dispatch) and marked with Futura's Order number/part number references.
- 4.6 Where Futura agrees in writing that Goods are to be delivered in instalments, the Contract will be treated as a single Contract and not severable.
- 4.7 The Supplier shall supply Futura in good time with any instructions or other information required to enable Futura to take delivery of the Goods and performance of the Services, as the case may be.
- 4.8 Futura shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not the Goods are accepted by Futura.
- 4.9 Title in the Goods shall pass to Futura on the sooner of: (a) delivery to, or collection of the Goods by Futura; and (b) payment by Futura for the Goods. Risk in the Goods shall pass to Futura on delivery of the Goods, or collection of the Goods (as the case may be).

5 Acceptance, Rejection and Inspection

- 5.1.1 Futura shall not have accepted, or deemed to have accepted, the Goods until confirmed in writing by an Authorised Representative of Futura. For the avoidance of doubt, neither inspection nor testing by Futura prior to delivery of the Goods shall constitute evidence of acceptance of the Goods.
- 5.1.2 Acceptance of the Goods shall not occur until Futura has had a reasonable period of time (in any event, not being less than 3 Business Days) to inspect the Goods following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Futura shall use reasonable endeavours to notify the Supplier of any non-conformance promptly following such inspection or discovery of any latent defect.
- 5.1.3 Futura may, by written notice to the Supplier, reject any of the Goods (in whole or in part) if they do not comply with the Contract and the Specification.
- 5.1.4 Any Goods rejected or returned to the Supplier shall be at the Supplier's risk and expense.
- 5.1.5 Futura may request to inspect and test the Goods at any time before or after delivery (during manufacture, processing, despatch and/or storage of the Goods at the premises of the Supplier or any third party) and the Supplier shall not unreasonably refuse any such request. The Supplier shall provide (or procure the provision) of all facilities reasonably required by Futura for inspection and testing. The Supplier shall make the results of the tests available to Futura on request.
- 5.1.6 If, as a result of inspection or testing, Futura is not satisfied (acting reasonably) that the Goods will comply in all respects with the Contract or any requirements specified by Futura at the time of the Order:
 - 5.1.6.1 Futura shall notify the Supplier accordingly within 10 Business Days of completion of the testing and inspection; and
 - 5.1.6.2 the Supplier shall promptly take all such steps as may be necessary to ensure compliance with the Contract.
- 5.1.7 If the Supplier fails to take the necessary steps within 7 Business Days of receipt of the notice given at clause 5.1.6.1 (or such longer period as Futura may permit in writing), Futura shall be entitled to cancel the Order.

6 Goods Purchased outside of the United Kingdom

- 6.1 Where Goods are to be supplied to Futura from outside of the United Kingdom, the Supplier shall (a) deliver the Goods Delivered at Place (DAP) (Incoterms 2020) to Futura or (b) where Futura have agreed in writing to collect the Goods from the Supplier, deliver the Goods Free Carrier (FCA) (Incoterms 2020).
- 6.2 If there is any conflict or ambiguity between the agreed Incoterm, the Contract and the Order, then the order of precedence, from top to bottom, is as follows:
 - 6.2.1 the Contract;
 - 6.2.2 the Order; and
 - 6.2.3 the agreed Incoterm.
- 6.3 The Supplier shall be responsible for obtaining all licences, permits and/or certificates of compliance necessary for the entry of the Goods into the United Kingdom, or their delivery to the Delivery Address. The Supplier shall be responsible for any trade tariffs, customs duties, clearance charges, taxes and other amounts payable in connection with the delivery of the Products to the Delivery Address, save for where clause 6.1(b) applies, Futura shall be responsible for customs duties and clearance charges.
- 6.4 On the same day of Goods being dispatched by the Supplier, the Supplier shall provide to Futura by e-mail the following documents:
 - 6.4.1 certificate of origin/bill of lading airway bill no;
 - 6.4.2 advice note;
 - 6.4.3 invoice (priced);
 - 6.4.4 certificate of Insurance.
- 6.5 Futura's Order and part number references, where given, must be quoted on all advice notes and invoices.
- 6.6 At the time of delivery of the Goods and promptly at any time following a request from Futura, the Supplier shall provide original documentation evidencing their country of origin and transit through any other country together with such other information (all of which the Supplier warrants shall be complete and accurate and in accordance with all Applicable Laws) as Futura may require for the completion of, or compliance with, any customs or other regulatory formalities.

7 Supply of Services

- 7.1 The Supplier shall provide the Services set out in the Order and in accordance with this Contract.
- 7.2 In performing the Services, the Supplier will be an independent contractor and nothing in the Contract shall render the Supplier, or any of its staff, an employee, worker, agent or partner of Futura. The Supplier shall not hold itself out as anything other than an independent contractor and shall procure that anyone providing the Services under its control shall do the same.
- 7.3 In relation to the Services, the Supplier shall:
 - 7.3.1 co-operate with Futura in all matters relating to the Services and comply with all reasonable instructions given by Futura;
 - 7.3.2 perform the Services with due care and diligence [to a high standard of quality] and in accordance with [good]/[best] practice in the Supplier's industry, profession or trade;
 - 7.3.3 use appropriately qualified and trained personnel and in a sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 7.3.4 ensure that the Services are performed to the reasonable satisfaction of Futura;
 - 7.3.5 ensure that the Services comply with all Applicable Laws and regulations and all necessary licences and consents, and any Policies notified to the Supplier from time to time; and
 - 7.3.6 observe all health and safety rules, security requirements and social distancing guidelines that apply at Futura's premises.
- 7.4 The Services shall be performed at the Delivery Address on the date or within the period stated in the Order, during Futura's usual business hours (see clause 4.2). In the event that the Order does not specify any timescales, the Supplier shall comply with any reasonable timescales notified by Futura.
- 7.5 The Supplier shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with Futura. All plant, equipment and materials shall be at the Supplier's risk.
- 7.6 If the Services are not completed within the date or period specified in the Order, Futura may deduct 2% of the total Price for the Services for each week's delay in completion of the Services by way of liquidated damages, up to a maximum of 10% of the total Price for the Services.

8 Futura's Obligations

- 8.1 Futura shall:

- 8.1.1 provide the Supplier with reasonable access during its usual business hours to Futura's premises for the purpose of delivery of the Goods and/or providing the Services; and
- 8.1.2 provide such information as the Supplier may reasonably request to enable the Supplier to deliver the Goods and/or provide the Services.

9 Price and Payment

9.1 The price for the Goods:

- 9.1.1 shall be set out in the Order (or, where no price is specified in the Order, it shall be confirmed in writing by an Authorised Representative for Futura); and
- 9.1.2 shall be inclusive of any costs or charges for packaging, packing, shipping, carriage of the Goods, insurance, delivery to the Delivery Address, import taxes and any other trade duties or tariffs and levies other than VAT.

9.2 The price for the Services shall be set out in the Order and unless otherwise agreed in writing by Futura, the price specified shall include all costs and expenses of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 All Prices and payments to be made by Futura to the Supplier in respect of Goods and/or Services are stated exclusive of any applicable VAT, which shall be paid by Futura to the Supplier at the rate and in the manner prescribed by Applicable Law from time to time subject to receipt of a valid VAT invoice from the Supplier.

9.4 The Supplier shall not increase the Price once an Order has been accepted (whether on account of increased material, labour or transport costs or any fluctuation in rates of exchange or otherwise) unless agreed by an Authorised Representative of Futura in writing.

9.5 Futura shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

9.6 In respect of the Goods, the Supplier shall invoice Futura within 5 days of despatch or delivery of the Goods at the Delivery Address or collection of the Goods as otherwise agreed. In respect of the Services, the Supplier shall invoice Futura on completion of the Services. Each invoice shall include such supporting information as reasonably required by Futura to verify the invoice, including but not limited to Futura's Order number.

9.7 Unless otherwise stated in the Order, Futura shall pay the invoice within 45 days after the end of the month of receipt of a valid invoice or, if later, after acceptance of the Goods and/or Services in question by Futura.

9.8 Futura shall be entitled to set off against the Price any sums owed to Futura by the Supplier.

9.9 Futura shall have no liability for any invoices issued by the Supplier otherwise than in accordance with and pursuant to an Order placed by an Authorised Representative of Futura.

9.10 Where a party fails to make any payment due to the other under the Contract by the due date for payment (due date), then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. This clause shall not apply to payments which the defaulting party disputes in good faith.

10 Compliance with Applicable Laws and Policies

10.1 In performing its obligations under the Contract, the Supplier shall ensure that it (including its subcontractors) (i) comply with all Applicable Laws (including but not limited to, the Modern Slavery Act 2015, the Bribery Act 2010 and data protection laws) and (ii) comply with the Policies as may be notified to the Supplier from time to time.

10.2 The Supplier warrants that it will comply with the Health and Safety at Work etc Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the Goods and/or the Services (as the case may be).

10.3 All personal data processed in connection with the Contract shall be held and processed in accordance with the terms set out in Appendix 1 to these Conditions.

11 Remedies

11.1 Without prejudice to any other rights or remedies available to Futura, if any Goods or Services are not supplied or performed in accordance with the Contract, then Futura shall be entitled (whether or not it has accepted the Goods or Services) to:

- 11.1.1 require the Supplier to repair or replace the Goods (at Futura's option) at the expense of the Supplier, such Goods to be repaired and returned to Futura or replaced within 5 Business Days of the service of written notice on the Supplier;
 - 11.1.2 return defective or non-conforming Goods at the expense of the Supplier, and the Supplier shall refund the full Price for the Goods within 5 Business Days of the service of written notice on the Supplier;
 - 11.1.3 require the Supplier to re-perform the Services at its own cost;
 - 11.1.4 at Futura's option, and whether Futura has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, treat the Contract as discharged by the Supplier's breach and require the repayment of any money which has been paid for the said Goods and/or Services.
- 11.2 The Contract shall apply to any repaired or replaced Goods and/or Services.

12 Liability, Indemnity and Insurance

- 12.1 The Supplier shall indemnify Futura in full against all liability, loss, damages, costs and expenses (including but not limited to direct, indirect or inconsequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) which Futura suffers or incurs as a result of or in connection with:
- 12.1.1 any breach of warranty given by the Supplier in relation to the Goods and/or the Services;
 - 12.1.2 any claim that the Goods infringe, or their importation, use or resale infringes the Intellectual Property Rights of any person, except to the extent that the claim arises from compliance with any Specification supplied by Futura;
 - 12.1.3 any liability to a third party for death, personal injury or damage to property arising in tort or under legislation relating to food standards or safety or the Consumer Protection Act 1987 in respect of the Goods (to the extent that such liability results from a defect in the Goods which is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors);
 - 12.1.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and/or installing the Goods; and
 - 12.1.5 any act or omission of any of the Supplier's personnel in connection with the performance of the Services.
- 12.2 The Supplier shall at all times maintain adequate levels and such types of insurance as are appropriate to the nature of its business and shall on request provide full details of same to Futura. In the event that any of the Supplier's employees, servants, agents or sub-contractors are involved in any accident at any Futura premises, the Supplier shall immediately notify Futura of the occurrence of the accident and as soon as practicable thereafter, the Supplier shall notify its insurance company and submit to Futura a report of the accident in such form and containing such particulars as Futura may reasonably require.
- 12.3 The Supplier agrees to assign to Futura upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or any part thereof.

13 Force Majeure

- 13.1 Neither the Supplier nor Futura shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Goods or the Services if the delay or failure is beyond that party's reasonable control.
- 13.2 Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control; act of God, explosion, flood, tempest, fire or accident; war or threatened war, sabotage, insurrection, civil disturbance or requisition of any Government agency; acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any Governmental, parliamentary or local authority; import or export regulations or embargos; strikes, lock-outs or other industrial action or trade dispute (whether involving employees of either the Supplier or Futura or any third party).

14 Intellectual Property

- 14.1 The Intellectual Property Rights in the Specification and any other reports, documentation or materials produced as part of the Goods and/or Services ("**Foreground IP**") shall belong to Futura. The Supplier hereby assigns to Futura to the fullest extent possible and for Futura to hold absolutely, with full title guarantee and free from all third party rights and encumbrances, all such Foreground IP.
- 14.2 Save where the Goods and/or Services use documentation and materials supplied by Futura, the Supplier warrants that none of the documentation and materials used or created as part of the Goods and/or Services shall infringe any Intellectual Property Rights of any third party.

15 Confidentiality

15.1 The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is necessary to do so for the fulfilment of the Order or to the extent that it becomes public knowledge through no fault on the part of the Supplier, its servants or agents.

16 Cancellation and Termination

16.1 Futura shall be entitled to cancel an Order (or any part of an Order):

16.1.1 in the case of Goods, by giving notice to the Supplier at any time prior to delivery; and

16.1.2 in the case of Services, by giving notice to the Supplier at any time prior to performance.

16.2 Subject to clause 16.4, in relation to any cancelled Order (whether in whole or part), and save for where cancellation is due to any failure on the part of the Supplier to comply with the Contract, Futura's sole liability shall be to pay to the Supplier all costs reasonably and necessarily incurred by the Supplier in fulfilling the Order up until the date of notice of cancellation or part cancellation.

16.3 In the event of cancellation of an Order (whether in whole or in part), the Supplier shall use reasonable endeavours to mitigate its losses resulting from such cancellation (such as by using the Goods to fulfil its orders with other customers).

16.4 Futura shall be entitled to terminate the Contract and cancel any outstanding Orders without any liability whatsoever to the Supplier by giving notice forthwith to the Supplier at any time if:

16.4.1 the Supplier becomes bankrupt or (being a company) becomes subject to an administration order, liquidation (otherwise than for the purpose of amalgamation or reconstruction) or enters into any composition or arrangement with its creditors generally; the Supplier makes an application to a court for protection from its creditors generally; an incumbrancer takes possession of, or a receiver, administrative receiver, administrator, manager or other similar officer is appointed in respect of the whole or any material part of the property or assets of the Supplier;

16.4.2 the Supplier ceases or threatens to cease to carry on the business;

16.4.3 Futura reasonably apprehends that any of the events mentioned above at clauses 16.4.1 and 16.4.2 is about to occur in relation to the Supplier and an Authorised Representative of Futura notifies the Supplier accordingly;

16.4.4 or an event contemplated by clause 16.4.1 occurs under applicable law in any jurisdiction the Supplier is in; or

16.4.5 the Supplier is in material breach of these Conditions or fails to perform its material obligations in accordance with the Contract.

16.5 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17 Non- Exclusivity

17.1 Unless otherwise agreed in writing by Futura, nothing in the Contract grants the Supplier any exclusivity in the supply of the Goods and Services to Futura and Futura may procure the supply of the Goods or Services or items similar to the Goods and Services from any third party supplier it wishes at its sole discretion.

17.2 Futura shall have no obligation to purchase a minimum quantity of Goods and/or Services under the Contract and, at its sole discretion may determine not to purchase any Goods and/or Services at all.

18 Assignment and Sub-Contracting

18.1 Futura may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights under the Contract to an Affiliate, provided that where Futura subcontracts any of its obligations under the Contract to an Affiliate, any act or omission of the Affiliate, shall be deemed to be an act or omission of Futura.

18.2 Each Order is personal to the Supplier. The Supplier shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Futura.

19 Contracts (Rights of Third Parties)

19.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

20 Waiver and Cumulative Remedies

20.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

21 Notices

21.1 Any notice to a party under the Contract shall be in writing in the English language, signed by or on behalf of the party giving it and shall be delivered personally, by pre-paid first class post, (or airmail, if abroad), prepaid recorded delivery (or international equivalent) to the address of the party appearing on the Order, or as otherwise notified in writing from time to time.

21.2 A notice shall be deemed to have been served at the time of delivery, if delivered personally, or 48 hours after posting for an address in the United Kingdom and 5 Business Days after posting for any other address.

21.3 The provisions of this clause shall not apply to the service of any proceedings or to the service of any other documents in any legal action.

22 Governing Law and Jurisdiction

22.1 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

22.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes, claim and/or disagreement(s).

Appendix 1

Data Protection

1. Definitions

1.1. For the purpose of this Appendix 1:

"Data Protection Legislation" shall mean, for the periods in which they are in force, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR, the UK GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

"Data Subject" shall have the same meaning as in the GDPR;

"GDPR" shall mean:

- (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or
- (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

"Personal Data" shall have the meaning given to this term by GDPR; and

"Personal Data Breach" shall have the meaning given to this term in the GDPR.

"UK GDPR" means the GDPR to the extent incorporated into law applicable in the United Kingdom.

2. Data Protection

2.1. The Supplier shall and shall procure that any of its sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed (as that term is understood by reference to the GDPR) relating to or originating from Futura or its employees.

2.2. Upon request by Futura, the Supplier shall promptly provide to Futura such copies of any Personal Data provided by or on behalf of Futura to the Supplier under the Contract and do such other acts in relation to the Personal Data or any part thereof as Futura shall request.

2.3. Without limiting paragraph 2.1, the Supplier represents, warrants and undertakes to Futura that the Supplier:

- (a) shall not by any act or omission put Futura in breach of the Data Protection Legislation;
- (b) shall at all times comply with, and ensure that at all times its staff and sub-contractors comply with any instructions, guidelines, codes of practice, policies, instructions or other requirements (including without limitation any assistance in connection with the implementation of a Data Protection Impact Assessment) notified to it by Futura in connection with processing Personal Data;
- (c) shall keep all Personal Data confidential and implement appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction or damage and it shall only deal with the Personal Data for the purposes, and in accordance with its obligations, set out in the Contract so that the processing of Personal Data carried out by the Supplier meets the requirements of the Data Protection Legislation and ensures the protection of the rights of the Data Subjects;

- (d) shall take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with the Contract and ensure that its staff shall be subject to obligations to maintain the confidentiality of Personal Data;
 - (e) shall take all reasonable steps to delete or fully and irreversibly anonymise Personal Data upon instruction by Futura and shall ensure that its sub-processors undertake such acts as required;
 - (f) shall keep detailed records of the processing of Personal Data and shall provide copies of all records to Futura on request;
 - (g) shall provide such information and, on reasonable prior notice, allow for and contribute to audits, including inspections, conducted by Futura or an auditor mandated by Futura as is reasonably necessary to enable Futura to satisfy itself of the Supplier's compliance with the Contract and the Data Protection Legislation;
 - (h) shall not contact Futura Data Subjects directly or collect any Personal Data in relation to Futura Data Subjects without Futura's prior written consent;
 - (i) shall not use any sub-contractors to process Personal Data, unless Futura has issued its prior written consent and the Supplier shall ensure that sub-contracts entered into with approved sub-contractors shall include provisions equivalent to those in this Appendix 1; and
 - (j) shall on termination of the Contract, and at any time on Futura's request, immediately either return the Personal Data in the format requested by Futura or destroy the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation.
- 2.4. The Supplier shall not process Personal Data outside of the United Kingdom and/or the European Economic Area (as it is made up from time to time) (an "**International Transfer**") without Futura's prior written consent. If Futura gives its prior written consent, before making that International Transfer, the Supplier will demonstrate or implement, to Futura's satisfaction, appropriate safeguards for that International Transfer in accordance with the Data Protection Legislation and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards may include:
- (a) there is in force a European Commission decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data; or
 - (b) the relevant data processor enters into an agreement with Futura.
- 2.5. If the appropriate safeguards demonstrated or implemented by the Supplier in accordance with this Appendix 1 are deemed at any time not to provide an adequate level of protection in relation to the Personal Data, the Supplier will implement such alternative measures as may be required by Futura to ensure that the relevant International Transfer and all resulting processing are compliant with the Data Protection Legislation.
- 2.6. On termination of the Contract, and at any time on the request of Futura, at the option of Futura, either return the Personal Data to Futura or provide it to a replacement supplier in the format requested by Futura or destroy the Personal Data (including all copies of it), in each case immediately and confirm in writing that it has complied with this obligation.
- 2.7. The Supplier shall notify Futura promptly and in any event within five (5) Business Days if it receives:
- (a) a request from a Data Subject to exercise their rights under the Data Protection Legislation, including by appropriate technical and organisational measures insofar as this is possible; or
 - (b) a complaint or request relating to Futura's obligations and/or the rights of a Data Subject under the Data Protection Legislation; and
 - (c) any other communication relating directly or indirectly to the processing of any Personal Data.
- 2.8. In each case under paragraph 2.7, the Supplier shall promptly provide Futura with its full co-operation and assistance as is reasonably required by Futura in order to respond to and resolve the request, complaint or other communication within any time frames imposed by applicable Data Protection

Legislation or any regulatory authority, and shall not respond to any such request or communication without the prior written consent of Futura.

2.9. The Supplier shall:

- (a) notify Futura immediately on becoming aware of any Personal Data Breach; and
- (b) promptly following notification and in a timely manner so as to allow Futura to comply with its 72 hours Data Protection Legislation notification obligation, provide such information and assistance as is reasonably required by Futura in order for Futura to notify the Personal Data Breach or any other communication to the relevant regulators and/or any Data Subjects.

2.10. If the Supplier fails to comply with the provisions of this Appendix 1 then it shall notify Futura in writing of any failure to comply within 24 hours of the Supplier becoming aware of such failure to comply. The Supplier shall on demand fully and effectively indemnify, keep indemnified, defend and hold harmless Futura from any and all losses, including all claims, expenses, damages, proceedings, costs, and other liabilities resulting from or in connection with any failure to comply with the provisions of this Appendix 1 by the Supplier, its staff, sub-contractors, third party agents, contractors and associated persons.