

Purchase Order Terms and Conditions.

Purchase Order Terms and Conditions

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions unless the context otherwise requires:

"Applicable Laws" means all applicable national, supranational, foreign or local laws (including case law), legislation, regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law in effect from time to time;

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;

"Company" means the person, firm or company to whom a Purchase Order is addressed; **"Conditions"** means these terms and conditions and any special terms and conditions agreed in writing between Cornerstone and the Company pursuant to a valid Purchase Order;

"Confidential Information" means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods or data, in all cases whether disclosed orally or in writing before or after the date of the Contract (and in relation to Cornerstone "Confidential Information" includes any such information belonging to any Cornerstone Group Company and any members of each Cornerstone Group Company's group);

"Contract" means any contract between Cornerstone and the Company for the hire of Goods or the purchase of Goods and/or Services pursuant to a Purchase Order incorporating the Conditions;

"Cornerstone" means Cornerstone Telecommunications Infrastructure Limited (a company registered in England with No. 08087551) whose registered office is at Hive 2, 1530 Arlington Business Park, Theale, Reading, Berkshire, England, RG7 4SA;

"Cornerstone Background IPR" means Intellectual Property Rights owned by or licensed to Cornerstone prior to the commencement date of this Contract, including any information Cornerstone provides to the Company for the purposes of performing its obligations under the Contract.

"Cornerstone Group Companies" means Cornerstone, every subsidiary or holding company of Cornerstone or a subsidiary or holding company of such subsidiary or holding company, every shareholder of Cornerstone (including Vodafone Limited (company number 01471587), Telefónica UK Limited (company number 1743099), and Vantage Towers AG (company number FC038959) for such time as they are the shareholders of Cornerstone) and any company which is a holding company or subsidiary of Cornerstone's shareholders, in each case from time to time and "subsidiary" and "holding company" shall have the meaning given to such terms in s.1159 of the Companies Act 2006. **"Cornerstone Group Company"** shall be construed accordingly;

"Cornerstone Policies" means the policies and procedures of Cornerstone including the Cornerstone Anti-Bribery & Corruption Policy, the Cornerstone Gifts &

Hospitality Policy, the Cornerstone Health & Safety Policy, the Cornerstone Business Continuity Policy, the Cornerstone Information Security Policy, the Cornerstone Data Protection Policy, Cornerstone Environmental Policy and the Cornerstone Quality Policy, as updated and amended from time to time, copies of which may be supplied to the Company on reasonable written request;

"Goods" means the goods (including any part or parts of them) which the Company is to provide to Cornerstone pursuant to a Purchase Order (whether for hire or for purchase) in accordance with these Conditions and including without limitation any goods used or supplied in the performance of any Services;

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("**GDPR**"); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 ("**DPA**"); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms "**Data Subject**", "**Personal Data**", "**processing**", "**processor**" and "**controller**" shall have the meanings set out in the DPA; "**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws; "**Intellectual Property Rights**" means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

"Purchase Order" means any order from Cornerstone to the Company for the hire of Goods or the supply of Goods and/or Services in such form as Cornerstone may determine from time to time;

"Services" means the services which the Company is to provide to Cornerstone pursuant to a valid Purchase Order and in accordance with these Conditions;

"Specification" means Cornerstone's specifications or stipulations for the Goods and/or Services notified in writing to the Company; and

"VAT" means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

1.2 The headings to these Conditions are for ease of reference only and shall not affect the interpretation or construction of these Conditions.

1.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

- 1.4 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.

2 BASIS OF CONTRACT

- 2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Company purports to apply under any quotation, Purchase Order acknowledgement or any other document issued by the Company.
- 2.2 The Purchase Order is an offer made by Cornerstone to the Company and the Contract shall come into effect upon acceptance of the Purchase Order by the Company. Unless previously withdrawn by Cornerstone, Purchase Orders shall be deemed to have been accepted by the Company on the earlier of:
- (a) the Company accepting the Purchase Order in writing;
 - (b) the Company commencing supply of the Goods or Services;
 - (c) seven (7) days after the date the Purchase Order was sent to the Company.
- 2.3 The Company waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Company that is inconsistent with these Conditions.
- 2.4 The Purchase Order number must be quoted on all correspondence and all invoices relating to such Purchase Order.
- 2.5 No Purchase Order shall be capable of acceptance by the Company unless it is in writing and is signed by an authorised representative on behalf of Cornerstone.

3 DELIVERY

- 3.1 Delivery of the Goods shall be made by the Company and shall take place strictly in accordance with Cornerstone's delivery instructions whether given in the Purchase Order or separately.
- 3.2 Time of delivery is of the essence of the Contract. Cornerstone shall be under no obligation to accept delivery of the Goods before the specified delivery time, but reserves the right to do so.
- 3.3 Cornerstone shall have the right to change its delivery instructions at any time paying any additional reasonable costs to be incurred by the Company as a result of any such change, provided such costs are agreed in advance in writing by Cornerstone and provided the Company promptly submits proper invoices, vouchers or receipts for such costs to Cornerstone.
- 3.4 A detailed advice note quoting the Purchase Order number shall accompany the Goods together with a certificate of the Company in such form as Cornerstone shall require confirming that the Goods comply with the Specification.

- 3.5 Cornerstone shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Purchase Order.
- 3.6 The Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. Cornerstone shall not be obliged to return to the Company any packaging materials for the Goods.
- 3.7 Where Goods are to be hired, the rental period shall start on the date of delivery and shall continue, unless and until terminated earlier in accordance with these Conditions, until the date set out in the Purchase Order.

4 ACCEPTANCE OF GOODS

- 4.1 Cornerstone shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. For the avoidance of doubt no inspection or testing by Cornerstone whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of Cornerstone's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Purchase Order and/or Specification.
- 4.2 The Company shall promptly keep Cornerstone informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Cornerstone (including Applicable Laws or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that Cornerstone should take in relation to such matters.

5 TITLE AND RISK IN GOODS

- 5.1 Where Goods are supplied for hire, the Goods shall at all times remain the property of the Company. Unless set out in the relevant Purchase Order, the risk of loss, theft, damage or destruction of the Goods shall pass to Cornerstone on completion of delivery in accordance with Condition 3. The Goods shall remain at the risk of Cornerstone while the Goods are in the possession, custody or control of Cornerstone until the time when the parties have agreed that the Company shall retake possession, custody or control of the Goods (the "**Risk Period**"). During the Risk Period, Cornerstone shall be responsible for insuring the Goods.
- 5.2 Where Goods are sold to Cornerstone, the Goods shall be at the risk of the Company until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which Cornerstone may have under the Contract or by law, title to and risk in the Goods shall pass to Cornerstone, provided that if Cornerstone pays for the Goods prior to delivery, title (but not risk) in the Goods shall pass to Cornerstone when payment is made.

6 PROVISION OF SERVICES

- 6.1 If the Contract is for or includes Services to be performed by the Company then the Company undertakes, represents and warrants to Cornerstone that:
- (a) the Company shall carry out the Services strictly in accordance with the Purchase Order and the



Specification and comply with all Applicable Laws; and
(b) the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to a high standard of quality.

6.2 Time of performance of the Services is of the essence of the Contract.

7 WARRANTIES

7.1 The Company shall obtain and maintain in force all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under a Contract and which are necessary or appropriate for Cornerstone to use the Goods for the purposes which are set out in the Purchase Order and/or Specification.

7.2 The Company undertakes, represents and warrants to Cornerstone that the Goods and their packaging and labelling shall:

(a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods; (b) conform to the Specification and with any instructions of Cornerstone, and shall otherwise meet the requirements of the Purchase Order and this Contract;

(c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Purchase Orders or Contract);

(d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of Cornerstone);

(e) comply with all Applicable Laws; and (f) conform strictly as to quality, quantity and description with any samples provided by

(g) the Company for the purpose of supply of Goods of that type.

7.3 The Company shall use its best endeavours to transfer or assign to Cornerstone or otherwise obtain for the benefit of Cornerstone any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to Cornerstone or otherwise providing such benefit for Cornerstone.

7.4 Where there is any breach of the Company's warranty in Condition 6.1 or Condition 7 above or if any obligation, warranty, condition or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged Cornerstone shall be entitled at its sole discretion without liability to the Company (arising out of such action) and without prejudice to any other right or remedy Cornerstone may have to take one or more of the following actions to:

(a) cancel the Contract and treat the Contract as having never been entered into by the Company; (b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used (in Cornerstone's reasonable opinion);

(c) refuse to accept any subsequent delivery of the Goods;

(d) recover from the Company any costs reasonably incurred by Cornerstone in obtaining substitute goods or services from another supplier;

(e) require the Company at its sole cost to replace or repair the Goods or carry out such work as is necessary within fourteen (14) days so that the Goods conform to the Contract, Purchase Order and Specification;

(f) require the Company at its sole cost to re-execute the Services in accordance with the Contract, Purchase Order and Specification within seven (7) days or such other timescale as specified by Cornerstone in writing;

(g) treat this Contract as discharged by the Company's breach and:

(i) delay payment of the price for the Goods and Services until the requirements of this Contract, Purchase Order and any Specification are entirely fulfilled;

(ii) refuse to make payment of the price of the Goods or Services; or

(iii) require the repayment of any part of the price of the Goods or Services which Cornerstone has paid whether or not Cornerstone has previously required the Company to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

(iv) claim such damages as may have been incurred by Cornerstone as a result of the Company's breach of the Contract.

7.5 If Cornerstone exercises any right under these Conditions Cornerstone may at its absolute discretion require the Company to collect the relevant Goods forthwith or return the Goods to the Company at the Company's cost.

7.6 Cornerstone's rights under these Conditions are in addition to any statutory remedies available to Cornerstone.

8 PRODUCT RECALL

8.1 The Company shall immediately notify Cornerstone in writing providing all relevant details if it discovers that there is:

(a) any defect in the Goods that have been delivered to Cornerstone at any time; or

(b) any error or omission in the instructions for the use and/or assembly of the Goods,

(whether or not any such defect, error or omission represents a breach of the warranty in Condition 7 or any other Condition), in either case which causes or may cause any risk of death, injury or damage to property.

8.2 Cornerstone may at its discretion:

(a) recall any Goods or any other products into which the Goods have been incorporated and that have already been sold by Cornerstone to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Company at Cornerstone's option); and/or

(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by Cornerstone to its customers,



in each case on the basis of the identification whether by Cornerstone, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 7 above or any other Condition) which Cornerstone reasonably concludes affects or may affect any of the Goods supplied which causes or may cause any risk of death, injury or damage to property.

- 8.3 In each case where the defect, error or omission represents a breach of warranty by the Company (pursuant to Condition 7 above or any other Condition) then the cost of recall or notification under Condition 8.2(a) and (b) respectively will be borne by the Company.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All materials including any Specifications supplied by Cornerstone or any Cornerstone Group Company, and any copies made by or for the Company shall be the property of Cornerstone (or the Cornerstone Group Company as appropriate), shall only be used for the purposes of this Contract, shall be treated by the Company as strictly confidential and shall be returned by the Company as strictly confidential and shall be returned by the Company immediately on request to Cornerstone at the Company's sole risk and cost.

- 9.2 All Cornerstone Background IPR shall remain vested in Cornerstone and there shall be no assignment of any Cornerstone Background IPR to the Company. Cornerstone grants the Company a licence to use such Cornerstone Background IPR solely to the extent required for the Company's performance of its obligations under the Contract;

- 9.3 Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by the Company under or in pursuance of the Contract, shall, from the date of their creation or acquisition by the Company and otherwise promptly upon request by Cornerstone, belong exclusively, throughout the world, to Cornerstone. If by operation of law such Intellectual Property Rights do not automatically vest in Cornerstone, then the Company hereby assigns, or otherwise shall assign to Cornerstone (including by way of an assignment of future Intellectual Property Rights), in each case at no cost to Cornerstone, with full title guarantee and free from all charges, liens, licences and other encumbrances all such Intellectual Property Rights together with the right to sue for and obtain full and effective relief (including damages) in respect of any infringement of such Intellectual Property Rights by a third party.

- 9.4 As applicable, the Company shall obtain waivers of all moral rights in any of the Goods and any materials which are created by or on behalf of the Company as a result of the performance of these Conditions to which any individual is now or may at any future time be entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- 9.5 The Company shall grant or procure the grant of an adequate licence or sub-licence to Cornerstone at no extra cost, of any Intellectual Property Rights which the Company does not own, incorporated or utilised in any work done by the Company for Cornerstone in pursuance of the Contract sufficient to enable Cornerstone to make full use of such work and to repair, update or maintain the work in which such results are incorporated.

- 9.6 The Company hereby agrees and undertakes promptly at the request of Cornerstone, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by Cornerstone to give effect to the provisions and intentions of this Condition 9.

- 9.7 All logos, trade names or trade marks owned or used by Cornerstone in the course of its business are the property of Cornerstone or its licensors. Cornerstone reserves all rights in the Intellectual Property Rights in relation to the use of such trade names and trade marks. The Company may not use or permit the use of such trade names or trade marks without the prior written permission from Cornerstone.

10 CHARGES AND PAYMENT

- 10.1 The price of the Goods and/or Services (or, where Goods are to be hired, the rental payment(s)) shall be stated in the Purchase Order. The price or rental payment shall be inclusive of all packaging, packing, labelling, insurance, delivery, installation costs and all other costs incurred by the Company in relation to the Goods and their delivery unless otherwise specified in the Purchase Order.

- 10.2 No sum other than the price of the Goods and/or Services or the rental payment as set out in the Purchase Order shall be payable by Cornerstone under or in connection with the Contract unless otherwise agreed in writing by Cornerstone.

- 10.3 All sums payable under the Contract are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

- 10.4 Unless otherwise agreed in the Purchase Order, the Company may only raise an invoice for the price of the Goods and/or Services or the rental payment on or after delivery of the Goods or completion of the Services and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services (whichever is the later).

- 10.5 All invoices issued by the Company in connection with a Contract shall:

(a) be addressed to: Cornerstone Telecommunications Infrastructure Limited, Hive 2, 1530 Arlington Business Park, Theale, Berkshire, RG7 4SA and marked for the attention of Accounts Payable;

(b) sent by email to Cornerstone at:

p2p@cornerstone.network.; and

(c) state Cornerstone's Purchase Order number(s) to which the invoice relates, a

"Valid Invoice".

- 10.6 Subject to Conditions 10.7, and 10.8, Cornerstone shall pay all undisputed invoices within forty-five (45) days of receipt of a Valid Invoice from the Company.

- 10.7 Cornerstone shall be under no obligation to make payment to the Company in respect of:

(a) any invoice for Goods and Services which have not been formally instructed by the issue of a Purchase Order by Cornerstone; and/or

(b) any Valid Invoices which are raised three (3) months or more after the date on which the Goods were delivered and/or the Services were completed (whichever is the later) provided always that any such delay in raising an invoice is not due to any act or omission of Cornerstone which was notified by the Company to Cornerstone as a reason for such delay as



soon as reasonably possible following such act or omission coming to the Company's attention.

10.8 All payments shall be in Pounds Sterling and made by BACS or electronic transfer to such bank account as the Company may from time to time notify Cornerstone with any applicable charges on such payments being at the Company's sole cost and expense.

10.9 If any sum payable under the Contract is not paid when due then the Company is entitled (but is not obliged) to charge interest on the overdue amount from the due date until payment is made in full at a rate of two (2) per cent per annum over the Bank of England's base lending rate from time to time accruing on a daily basis (based on a 365 day year). It is agreed that the provisions of this Condition 10.8 constitute a substantial remedy for the purpose of the Late Payment of Commercial Debts (Interest) Act 1998.

10.10 If Cornerstone has a bona fide dispute in respect of the whole or any part of any invoice issued by the Company, then Cornerstone shall notify the Company of the nature of such dispute in writing within twenty (20) Business Days of receipt of the invoice giving all relevant details and shall pay the undisputed part in accordance with these Conditions. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible. On settlement of any dispute Cornerstone shall make the appropriate payment in accordance with these Conditions.

10.11 If any sums are due to Cornerstone from the Company, then Cornerstone shall be entitled to exercise the right to set-off such sums against any payments due to the Company from Cornerstone under or in relation to this or any other Contract. The Company shall not be entitled to apply any amount due to Cornerstone under the Contract in or towards payment of any sum owing by Cornerstone to the Company in relation to any matter whatsoever.

10.12 Any money paid by Cornerstone to the Company in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Purchase Order reasonably incurred by Cornerstone in obtaining other goods in replacement of any rejected Goods shall be paid by the Company to Cornerstone within seven (7) days of the date of Cornerstone's notice demanding the same or, at Cornerstone's sole option, shall be deducted from the money still to be paid by Cornerstone to the Company in relation to such Goods.

11 COMPLIANCE

11.1 Cornerstone Policies

The Company shall at all times comply with, and shall procure that each of its affiliates and sub- contractors and its and their respective directors, officers, employees, agents and representatives comply with, the Cornerstone Policies and shall perform its obligations under the Contract in such a way as not to cause Cornerstone to breach any of its obligations under any Applicable Laws. Cornerstone shall make copies of the Cornerstone Policies available to the Company upon written request.

11.2 Data Protection

The Company shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Contract.

Condition 11.2 shall apply where the Company is processing Personal Data as a data processor and Cornerstone is processing Personal Data as a data controller for the purposes of carrying out the obligations under this Contract.

Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

To the extent the Company receives from, or processes any Personal Data on behalf of Cornerstone, the Company shall:

(a) process such Personal Data (i) only in accordance with Cornerstone's written instructions from time to time (including those set out in this Contract), and (ii) only for the duration of this Contract;

(b) not process such Personal Data for any purpose other than those set out in this Contract or otherwise expressly authorised by Cornerstone;

(c) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;

(d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;

(e) not transfer, access or process such Personal Data outside the UK or the European Economic Area without the prior written consent of Cornerstone (and, if Cornerstone so consents, take such steps as are required by Cornerstone to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);

(f) inform Cornerstone within 24 hours if any such Personal Data is (while within the Company's or its subcontractors' possession or control) subject to a personal data breach (as defined in Article 4 of UK GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;

(g) only appoint a third party (including any subcontractors) to process such Personal Data with the prior written consent of Cornerstone, and notwithstanding any such appointment the Company shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Company;

(h) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of Cornerstone or as expressly provided for in this Contract;

(i) As Cornerstone so directs, return or irretrievably delete all Personal Data on termination or expiry of this Contract, and not make any further use of such Personal Data (except to the extent Applicable Laws require continued storage of the Personal Data by the Company and the Company has notified Cornerstone accordingly, in which case the provisions of this Condition 11.2 shall continue to apply to such Personal Data);



(j) provide to Cornerstone and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Condition 11.2 and/or the Data Protection Laws; (k) permit Cornerstone or its representatives to access any relevant premises, personnel or records of the Company on reasonable notice to audit and otherwise verify compliance with this Condition 11.2; (l) take such steps as are reasonably required to assist Cornerstone in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of UK GDPR; (m) notify Cornerstone within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and

(n) provide Cornerstone with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

11.3 Modern Slavery

The Company shall, and shall procure that each of its subcontractors shall, take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in section 54(12), Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business. The Company shall, at Cornerstone's request, provide Cornerstone with a statement of any such steps it has taken, and such other information as Cornerstone may reasonably require in order to enable it to prepare a slavery and human trafficking statement in accordance with section 54, Modern Slavery Act 2015. The Company shall notify Cornerstone immediately if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

11.4 Anti-Bribery

The Company and Cornerstone each agree and undertake to the other that in connection with the Contract and the transactions contemplated under these Conditions, they shall each respectively comply with all applicable laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering.

11.5 Anti-Fraud

(a) The Company shall (and shall procure that the Company personnel shall) during the term of this Contract:

- (i) engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
- (ii) comply with Cornerstone Policies including but not limited to the Anti Money Laundering Policy, Anti-bribery and Anti-corruption Policy as updated from time to time;
- (iii) promptly notify Cornerstone (in writing) if it becomes aware of any suspected or actual breach of Condition 11.5(a), or has reason to believe that it or any Company personnel have received a request or demand to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
- (iv) establish, maintain and enforce its own policies and procedures, including but not limited to reasonable procedures to prevent the commission of fraud by Company personnel, to ensure compliance with this Condition 11.5;

(v) if requested, co-operate with and provide reasonable assistance to Cornerstone at Cornerstone's reasonable cost, to enable Cornerstone to investigate, or respond to any requests from a relevant government department or agency to investigate, an alleged offence under 199 of the Economic Crime and Corporate Transparency Act 2023; and

(vi) within three (3) months of the date of this Contract, and annually thereafter, certify to Cornerstone in writing signed by an officer of Company, compliance with this Condition 11.5 by the Company and its personnel. The Company shall provide supporting evidence of compliance as Cornerstone may reasonably request.

(b) *Audit and record keeping:*

(i) permit Cornerstone or its representatives to access any relevant premises, personnel or records of the Company on reasonable notice to audit and otherwise verify compliance with this Condition 11.5;

(ii) in the event Cornerstone reasonably suspects the Company of a breach of this Condition 11.5, Cornerstone and its authorised third party representatives have the right to immediately access and take copies of any records, and any other information held at the Company's premises and to meet with the Company's personnel to audit the Company's compliance with its obligations under this Condition 11.5. The Company shall give all necessary assistance to the conduct of such audit during the term of this Contract and for a period of three (3) years after termination of this Contract.

(c) The Company warrants and represents that:

(i) its responses to the Cornerstone onboarding due diligence questionnaire are complete and accurate; and

(ii) neither the Company nor any of its officers, employees or other Company personnel have at any time before the commencement of this Contract:

- i been convicted of any offence involving fraud or dishonesty;
- ii having made reasonable enquiries, so far as it is aware been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence concerning fraud; or
- iii been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment from participation in public procurement programmes, or otherwise been excluded from a public procurement procedure within the last six (6) years on grounds relating to fraud offences or related misconduct.

(d) The Company shall promptly notify Cornerstone if, at any time during the term of this Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the



warranties set out in Condition 11.5(c) at the relevant time.

(e) Breach of this Condition 11.5 shall be deemed a material breach under Condition 14.2.

(f) If Cornerstone terminates this Contract for breach of this Condition 11.5, the Company shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

(g) Any Company subcontract relating to any services to be supplied under this Contract shall be recorded in writing and shall:

- (i) impose on and secure from the subcontractor obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights equivalent to those imposed on and secured from the Company in this Condition 11.5 (except for this Condition 11.5(g)(i) (**Relevant Terms and Conditions**) in each case, for the benefit of Cornerstone, such provisions to be stated to be directly enforceable by Cornerstone under the Contracts (Rights of Third Parties) Act 1999 (**Third Party Rights Act**);
- (ii) include provisions allowing termination of the subcontract by the Company in accordance with Condition 11.5(h)(iii) and a provision for automatic termination of the subcontract in the event of, and at the same time as, the termination of this Contract;

(h) After any subcontract has been entered into, the Company shall:

- (i) within thirty (30) days of it being entered into, provide Cornerstone with a copy of the subcontract;
- (ii) notify Cornerstone in the case of any breach of the Relevant Terms and Conditions by the subcontractor; and
- (iii) if the subcontractor fails to perform or observe any of the Relevant Terms and Conditions, and if requested by Cornerstone, immediately give the subcontractor notice, specifying the breach complained of, and:
 - i where the breach is not capable of remedy, terminating the subcontract immediately; or
 - ii where the breach is capable of remedy, giving notice that the subcontract is to terminate thirty (30) days from the date of the notice being given unless the subcontractor has remedied the breach within that period.

12 INDEMNITY

12.1 In addition to any other remedy available to Cornerstone, the Company shall indemnify, defend and hold harmless Cornerstone, its respective directors, officers and employees, each Cornerstone Group Company and all members of each Cornerstone Group Company's group in full and on demand (with no duty to mitigate their loss), from and against any and all direct or indirect liabilities, claims, demands, damages,

losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

(a) any claim made against Cornerstone by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Company, its employees, agents or sub-contractors;

(b) any claim made against Cornerstone by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Company, its employees, agents or sub-contractors;

(c) any claim made against Cornerstone for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply, hire or use of the Goods, or

receipt, use or supply of the Services; (d) any breach of Condition 11.2 (Data Protection);

(e) any breach of Condition 11.3 (Modern Slavery);

(f) any breach of Condition 11.4 (Anti-Bribery);

(g) any breach of Condition 11.5 (Anti-Fraud);

(h) any breach of Condition 16 (Confidentiality); and

(i) any breach of Condition 17 (Publicity).

12.2 The Company shall provide all facilities, assistance and advice required by Cornerstone or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Company's performance, or purported performance of, or failure to perform, the Contract.

13 INSURANCE

13.1 The Company shall at its own cost effect and keep in place, during the duration of the Contract and for not less than six years thereafter, with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. The Company shall on the written request of Cornerstone from time to time provide Cornerstone with reasonable details of the insurance maintained in force in accordance with this Condition. The Company shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

14 TERMINATION

14.1 Cornerstone may terminate the Contract without payment of compensation or other damages caused to the Company solely by such termination at any time at its absolute discretion by giving not less than seven (7) days' notice in writing to the Company. In such circumstances, Cornerstone shall only be required to pay a reasonable proportion of the price set out in the Purchase Order for the Goods and/or Services provided and any costs reasonably incurred prior to termination.

14.2 Cornerstone may immediately terminate the Contract without payment of compensation or other damages caused to the Company solely by such termination by giving notice in writing to the Company if any one or more of the following events happens: (a) the



Company commits a material breach of any of its obligations under the Contract which is incapable of remedy;

(b) the Company commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after seven (7) days of having been required in writing to remedy or desist;

(c) the Company:

(i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;

(ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of the Company (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

(iii) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets; (iv) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;

(v) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; (vi) has any distress, execution or sequestration or other such process levied or enforced on any of its assets; or

(vii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition 14.2(c);

(d) the Company ceases to carry on all or a substantial part of its business.

15 CONSEQUENCES OF TERMINATION

15.1 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

15.2 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 15.1 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 15.2; (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and

(c) the Company shall immediately return to Cornerstone (or if Cornerstone so requests by notice in writing, destroy) all of Cornerstone's property in its possession at the date of termination including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information; and

(d) where Goods have been hired, Cornerstone shall, as relevant, make such goods available for collection by the Company or relinquish its possession, custody and control of such Goods such that the Company can retake possession, custody and control of the Goods.

16 CONFIDENTIALITY

16.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party which is disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use or disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party.

16.2 The parties may disclose Confidential Information to such of its employees, agents or subcontractors to the extent necessary for discharging its obligations under the Contract provided such employees, agents or subcontractors are subject to obligations of confidentiality equivalent to those set out in the Contract. Each party shall use its best endeavours to procure that any such employee, consultant, subcontractor or agent complies with such obligations. Each party will be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

16.3 The obligations of confidentiality set out in this Condition 16 shall not apply to any Confidential Information which the party receiving the Confidential Information can show:

(a) is or becomes public knowledge other than by breach of the Contract;

(b) was in that party's possession without restriction in relation to disclosure before the date of the receipt from the party who disclosed the information;

(c) was received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

(d) has been independently developed without access to any Confidential Information disclosed by the party who disclosed the information.

16.4 The provisions of this Condition 16 shall not apply so as to prevent disclosure of Confidential Information by the party receiving the Confidential Information where and to the extent that such disclosure is required to be made:

(a) by virtue of the regulations of the London Stock Exchange;

(b) by any court or regulatory, governmental or administrative authority competent to require the same; or

(c) by any applicable law, legislation or regulation.

16.5 Without prejudice to any other rights or remedies that Cornerstone may have, the Company acknowledges and agrees that if the Company acts on the contrary of the provisions of this Condition 16, Cornerstone and/or any Cornerstone Group Company shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this Condition 16, in addition to any damages or other remedy to which it may be entitled.

17 PUBLICITY

17.1 Without prejudice to its confidentiality obligations set out in Condition 16, the Company shall not, and shall procure that its employees, representatives, agents, advisers and sub-contractors shall not, make any



announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its legal advisers) concerning the Contract, its existence, contents or use without the prior written consent of Cornerstone. Cornerstone shall be entitled to withhold such consent and shall be under no obligation to provide any explanation for such action.

- 17.2 The Company shall not identify Cornerstone or any Cornerstone Group Company in any promotional, advertising or other materials to be disseminated to the public or any third party or use any trade mark, symbol or company name of Cornerstone or any of the Cornerstone Group Companies without the prior written consent of Cornerstone.

18 ASSIGNMENT AND THIRD PARTY RIGHTS

- 18.1 The Company may not assign (including without limitation the assignment of the financial benefit pursuant to a factoring, invoice discounting or similar arrangement), delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of Cornerstone.
- 18.2 Cornerstone may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Company.
- 18.3 Save for any Cornerstone Group Companies, no person who is not a party to the Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.
- 18.4 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 18.5 The Company shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of Cornerstone in the Company's possession, in respect of any sums owed by Cornerstone to the Company under the Contract or otherwise.
- 18.6 Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Company shall be deemed to be or have become an employee of Cornerstone.

19 CONSTRUCTION AND INTERPRETATION

19.1 Entire Agreement

- (a) The Contract shall constitute the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the parties in relation to such subject matter, unless otherwise expressly provided.
- (b) The parties acknowledge that the Contract has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Contract.
- (c) Each party agrees that the only rights and remedies available to it arising out of or in connection

with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

- (d) All warranties and conditions, terms and conditions not set out in the Contract whether implied by statute or otherwise are excluded to the extent permitted by law.

- (e) Nothing in this Condition 19.1 will exclude any liability in respect of misrepresentations made fraudulently.

19.2 Severability of provisions

If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

19.3 Waiver

The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Contract shall be in writing. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20 VARIATION

No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

21 NOTICES

- 21.1 Any notices sent under the Contract must be in writing and signed by a duly authorised representative of the party giving the notice. Notice by email is deemed to be in writing.
- 21.2 Notices must not be sent by fax. Any notice required to be given under the Contract may be served by hand, first class recorded delivery (domestic postal service), prepaid international air postal service or by email to the address or email address set out in the Contract or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under the Contract.
- 21.3 Notices will be deemed delivered: (i) in the case of personal delivery, on delivery provided that delivery is between 9.00am and 5.00pm on a Business Day;
- 21.4 (ii) in the case of prepaid first class recorded delivery, 9.00am on the second Business Day after posting or at the time and date recorded by the delivery service; (iii) in the case of prepaid international air postal service, 9.00am on the fifth Business Day after posting; (iv) in the case of email, 9.00am on the first Business Day after sending.
- 21.5 To prove service of any notice it shall be sufficient to show in the case of notices delivered by hand that the same was properly addressed and delivered by hand and in the case of a notice served by post that the same was



properly addressed, prepaid and posted. In the case of notices delivered by email, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by prepaid first class domestic postal service in the manner set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.

21.6 For the purpose of Condition 21.3 and calculating deemed receipt all references to time are local time in the place of deemed receipt.

22 LAW AND JURISDICTION

22.1 The Contract, these Conditions and any disputes or claims arising out of or in connection with either of them (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England.

22.2 All disputes or claims arising out of or relating to the Contract or these Conditions shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

