

PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions together with a purchase order form the agreement ("**Agreement**"). Purchase Orders shall be in writing and issued by Atkins Kroll in order to be valid and enforceable. Any document of Supplier which purports to modify the Agreement does not apply unless expressly accepted in writing by Atkins Kroll

1. Interpretation

1.1 All references to the following expressions in the Agreement shall, unless the context otherwise requires, have the following meanings:

1.1.1 **Affiliate** of Atkins Kroll means any legal entity, directly or indirectly owned and/or controlled by Inchcape Plc.

1.1.2 **Confidential Information** means any and all tangible and intangible information disclosed hereunder, including but not limited to: software, data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, which (i) is marked as "confidential, "proprietary" or with some similar indication; (ii) is expressly advised by the disclosing Party to be confidential through some contemporaneous oral or written means; or (iii) which the receiving Party would reasonably construe to be of a confidential nature considering the circumstances of its disclosure and/or the nature of the information. The definition of Confidential Information shall, however, not include information which (i) at the time of disclosure is part of the public domain, or which thereafter comes into the public domain through no fault of the receiving Party, (ii) at the time of disclosure was already in the legitimate possession of the receiving Party without any confidentiality restrictions, as evidenced by written records (iii) was developed by employees or agents of the receiving Party independently of and without reference to any Confidential Information communicated to the receiving Party ; and (iv) which is properly received by the receiving Party from a third party which has the right to disclose such information.

1.1.3 **Effective Date** has the meaning given to it in the purchase order.

1.1.4 **"Goods or Services"** means any goods or services supplied or provided by the Supplier;

1.1.5 **Inchcape Group** means Inchcape and its Affiliates.

1.1.6 **Intellectual Property Rights** means patents, trademarks, service marks, trade or business names, domain names, registered designs, layout design rights, registered designs, semiconductor topography rights, database rights, copyrights, rights in computer software, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation and other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or unregistered, and all rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement,

misappropriate or violation of any of the foregoing rights.

1.1.7 **Service Levels** mean the service levels detailed in purchase order.

1.1.8 **Works** means any and all inventions, processes, methods, prototypes, works of authorship, drawings, logos, developments, concepts, improvements, documents, articles, reports and/or any other materials whether or not patentable, copyrightable or subject to other forms of protection.

2. Term

2.1 This Agreement shall commence on the Effective Date and continue for Term as stated in the purchase order. If no period is stated, the Agreement shall continue until the Goods or Services have been properly delivered in accordance with the terms agreed. Thereafter the Agreement will automatically expire. Notwithstanding the foregoing, Clauses 8-17 shall survive termination or expiration of this Agreement.

3. Services

3.1 The Supplier shall from the Effective Date provide the Services to Atkins Kroll in accordance with this Agreement. The Parties acknowledge that this Agreement, when signed by the Parties, shall cover the Services provided from the Effective Date as well as the continued provision of the Services for the term of the Agreement.

3.2 The Supplier agrees to perform the Services with all due care, skill and diligence and to the best of its ability, in accordance with sound commercial principles and all applicable laws. The Supplier shall furthermore comply with all reasonable directions from time to time given to it by Atkins Kroll and shall comply and ensure the compliance of its employees and representatives with any security policies and guidelines provided or informed by Atkins Kroll. The Supplier agrees to work and co-operate with any servant or agent or other consultant of Atkins Kroll and adhere strictly to any rules or guidelines given by Atkins Kroll in respect of the provision of the Services.

3.3 The Supplier shall not delegate, subcontract or otherwise arrange for a third party to perform any part of this Agreement without the prior written consent of Atkins Kroll. The Supplier is at all times liable to Atkins Kroll for the acts, defaults and neglects of any subcontractor, or any employee or agent of a subcontractor, as if they were the acts, defaults or neglects of the Supplier.

3.4 The Supplier shall keep Atkins Kroll informed of its provision of the Services as requested from time to time by Atkins Kroll and make available any necessary related documentation (as determined conclusively by Atkins Kroll) for inspection.

4. Supply of Goods

4.1 The Supplier shall supply the Goods to Atkins Kroll under the terms of this Agreement.

4.2 The Supplier represents and warrants that the Goods shall:

(a) correspond to the description given to it in the SOW, or any other description communicated by Atkins Kroll in writing;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality and fit for the purpose which has been held out by Atkins Kroll.



5. Packaging and Delivery

- 5.1 The Supplier shall, at its expense mark Goods with the purchase order number, crate, package or otherwise prepare goods for shipment in accordance with Atkins Kroll's instructions and otherwise will ensure safe and secure delivery to Atkins Kroll. The Supplier will include a packing slip with the shipment of Goods.
- 5.2 Goods are to be shipped to the delivery point set out in the order by the due date set out in the order.
- 5.3 The time for delivery shall be of the essence. If the Supplier does not comply with the delivery schedule, Atkins Kroll may cancel the purchase order without liability.

6. Inspection and Acceptance

- 6.1 Goods shall be deemed not to have been accepted until Atkins Kroll has inspected the Goods, conducted acceptance tests and signified its acceptance.
- 6.2 If Atkins Kroll determines that supplied Goods in whole or part do not conform to the Agreement it may, without prejudice to any other remedies available to it (i) return (at the Supplier's expense) the whole or any part of the Goods for repair, replacement or credit; (ii) repair the Goods at the Supplier's expense; or (c) require the Supplier to fix any defects.
- 6.3 If Atkins Kroll determines that supplied Services do not conform to the Agreement in whole or in part, it may, without prejudice to any other remedies available to it: (i) require the Supplier to supply the Services again; or (ii) arrange to have the Services supplied by a different supplier at the Supplier's expense; or require the Supplier to provide it with a credit equal to the price of the Services;
- 6.4 Where the Supplier is supplying Goods to specifications, Atkins Kroll reserves the right to inspect these items and Supplier's facilities at reasonable times during any stage of manufacture.

7. Title and Risk

- 7.1 Risk of loss for Goods shall pass to Atkins Kroll at the delivery point specified in the purchase order. Title to the Goods shall pass to Atkins Kroll on dispatch of the Goods from the Supplier.

8. Fees, Invoicing and Payment

- 8.1 No extra charges of any kind (including but not limited to packing, boxing, crating, delivery freight or insurance) will be paid by Atkins Kroll unless provided for in the purchase order.
- 8.2 Prices shown on a purchase order are not subject to escalation or variation for any reason whatsoever unless agreed to in writing by Atkins Kroll.
- 8.3 Supplier represents and warrants that the prices quoted in a purchase order shall not be in excess of Supplier's list, catalogue or published prices.
- 8.4 Invoices for Goods are to be submitted electronically via the Coupa platform and must show the purchase order number. Payment will be made from the next Atkins Kroll monthly payment date immediately following the 30th day from receipt of a valid invoice from the Supplier.
- 8.5 In the case of Services, the Supplier shall invoice Atkins Kroll electronically via the Coupa platform for the Services provided on a monthly basis, unless otherwise specifically stated in the purchase order. The invoices shall contain a specification of the Services performed and, if applicable, a specification over the expenses for which Atkins Kroll is reimbursing the Supplier during the period in question. Payment will be made from the next Atkins Kroll monthly payment date immediately following the 30th day from receipt of a valid invoice from the Supplier.
- 8.6 Atkins Kroll shall be under no obligation to accept any invoice that has not be submitted electronically via the Coupa platform

- 8.7 Atkins Kroll will not pay for Services performed or Goods supplied by the Supplier in excess of the Agreement. Excess Goods will be returned at the Supplier's expense.

- 8.8 Except as otherwise specified in a purchase order, the price includes all local or foreign taxes (including any goods and service tax), stamp duties and other governmental charges.

- 8.9 Atkins Kroll is entitled to set off any amount owing at any time by Supplier.

9. Confidentiality

- 9.1 Without limitations in point of time, the Parties agree that with respect to any Confidential Information, the receiving Party undertakes for itself and for any of its employees, directors, subcontractors and representatives:

(i) to use such Confidential Information only as necessary in order to fulfil the obligations and exercise the rights set out herein; (ii) not to disclose any Confidential Information to a third party for any purposes unless expressly authorized by the disclosing Party or as required by law; and (iii) not to copy or reduce Confidential Information to writing or store in a machine readable form.

10. Intellectual Property Rights and Indemnity

- 10.1 The Supplier grants to Atkins Kroll an irrevocable, non-exclusive, transferable, royalty-free license (with the right to sub-license), to use background intellectual property rights in connection with the Services and for the use, repair, maintenance, upgrade or modification of the Services and/or any associated Goods.

- 10.2 The Supplier agrees and acknowledges that any and all rights title and interests (including Intellectual Property Rights) in and to all Works made, created, developed, written, reduced to practice, produced or conceived by the Supplier, in whole or in part, either solely or jointly with others, as a result of or in connection with the provision of the Services under this Agreement ("**Atkins Kroll Property**") upon receipt of full payment of the Fees to the Supplier shall vest and remain at all times in Atkins Kroll. The Supplier assigns to Atkins Kroll all rights title and/or interest in and to the Atkins Kroll Property to which the Supplier is or may be entitled to by virtue of or pursuant to any of the laws in force in any part of the world.

- 10.3 At the request of Atkins Kroll, the Supplier shall give and supply all such information, data, drawings and assistance as may be necessary to enable Atkins Kroll to exploit the Atkins Kroll Property and shall execute all documents and do all such things, which may be necessary or desirable for obtaining, registering or otherwise protecting or recording or enforcing the Atkins Kroll Property in such parts of the world as may be specified by Atkins Kroll and for vesting the same in Atkins Kroll for the full term of such rights.

- 10.4 The Supplier acknowledges that, except as provided by law, no further fees other than that provided for in this Agreement, is or may become due to the Supplier in respect of its compliance with this Clause 10.

- 10.5 The Supplier shall indemnify and hold harmless Atkins Kroll, its Affiliates and their respective officers, directors, employees and agents ("**Atkins Kroll Indemnitees**") against any action brought or threatened against the Atkins Kroll Indemnitees based on a claim that the Services or any provision of the Services infringes any Intellectual Property Rights of any third party or constitutes misappropriation or unlawful disclosure or use of any third party's trade secrets or confidential information and/or a breach of Clause 10.

11. Personal Data Protection

- 11.1 In case either the Supplier will process any personal data on behalf of Atkins Kroll, the Supplier shall at all times comply with

the provisions and obligations imposed on it by any applicable legislation relating to the protection of personal data and with the guidelines and guidance notes issued from time to time by the relevant authorities.

11.2 The Supplier shall ensure that:

- a) it shall at all times act only in accordance with the reasonable instructions and administrative requirements of Atkins Kroll in relation to the personal data;
- b) personal data is only used for the purposes authorized by the data controller, as defined by law;
- c) personal data is kept only for as long as it is necessary to fulfil obligations under this Agreement or as required by mandatory law after which it shall be deleted or destroyed;
- d) all personal data is kept securely, segregated from the processing party's or any third party's data, in strict confidence and in accordance with the applicable law;
- e) all necessary technical and organizational measures are in place to prevent unauthorized or unlawful processing or accidental loss, damage or destruction of personal data; and
- f) all necessary steps are in place to ensure the reliability of its staff who will have access to such personal data.
- g) it notifies Atkins Kroll immediately upon becoming aware of any unauthorized disclosure of Personal Data and/or a Personal Data breach and following notification shall provide such information and assistance to Atkins Kroll as is reasonably required by Atkins Kroll in the circumstances.

11.3 The Supplier shall defend, indemnify and hold Atkins Kroll harmless from and against any and all losses, damages, costs and expenses incurred as a result of the breach of this Clause 11.

12. Anti-Bribery

12.1 The Supplier agrees to comply with all applicable anti-bribery and corruption laws in connection with this Agreement. The Supplier further undertakes that it shall not in connection with its performance under this Agreement or any other transactions involving this Agreement, make, promise, offer or receive any money, anything of value or an advantage (including bribes and kickbacks), directly or indirectly, to or from: (i) any government official; (ii) any political party; or (iii) any person or entity to obtain or retain business or an improper advantage for itself and/or for the other party.

13. Modern Slavery

13.1 The Supplier shall at all times comply with: all applicable laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the United Kingdom Modern Slavery Act 2015; and any anti-slavery policy adopted by Atkins Kroll from time to time.

13.2 The Supplier shall implement and maintain throughout the duration of this Agreement due diligence procedures for its own suppliers, permitted sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

13.3 The Supplier shall notify Atkins Kroll as soon as it becomes aware of any breach, or potential breach, of any anti-slavery policy adopted by Atkins Kroll from time to time; or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

14. Limitation of Liability

14.1 Supplier shall indemnify Atkins Kroll from and against any and all proceedings, claims, demands, losses, costs, damage and expenses arising out of a defect in the Goods and/or in respect

of any act, omission or negligence of Supplier or any of its officers, employees, agents or representatives in connection with the Goods or Services to be provided under this Agreement or otherwise in connection with Supplier's performance or breach of this Agreement.

14.2 The Supplier shall, if requested by Atkins Kroll, at its sole expense, effect proper insurances against all risks arising under this agreement (including public liability, product liability and employee insurance) and shall, if required by Atkins Kroll, produce evidence of the currency and validity of any such policy.

15. Termination

15.1 Notwithstanding anything in this Agreement, this Agreement may be terminated:

- a) by either Party on giving notice in writing to the other Party if that Party commits any material breach of any term of this Agreement, and in the case of a breach capable of being remedied, shall have failed within thirty (30) days after the receipt of a request in writing to do so; or
- b) by either Party should the other Party during the term of this Agreement stop its payments, enter into administration, liquidation or other type of insolvency.

15.2 On termination or expiry of this Agreement for any reason whatsoever, the Supplier shall immediately return to Atkins Kroll all copies of any information and data supplied by Atkins Kroll for the purposes of this Agreement (including materials containing Confidential Information of Atkins Kroll) and shall certify to Atkins Kroll that no copies thereof have been retained.

15.3 Any expiry or termination of this Agreement howsoever occasioned shall not affect any rights or liabilities of any Party nor shall it affect the coming into force of or continuation of any provision hereof which is expressly or by implication intended to come into force on or after such expiration or termination.

16. Notices

16.1 All notices to or by the Parties shall be in writing in the English language and shall be delivered by hand, courier or ordinary mail to the other Party.

17. Miscellaneous

17.1 The Supplier shall not assign or transfer any right or obligation under this Agreement without Atkins Kroll's prior written consent.

17.2 The Supplier agrees not enter into any agreement or arrangement which will be binding on Atkins Kroll or any entity within the Atkins Kroll Group without the prior written consent of Atkins Kroll.

17.3 No term or provision shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party against whom the waiver or consent is asserted.

17.4 In the event that any provision of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Agreement, which shall continue to be valid to the fullest extent permitted by law.

17.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.6 Governing Law and Jurisdiction: This Agreement shall be subject to, governed and construed in accordance with the laws set out in the U.S. Territory of Guam and the Parties submit to the exclusive jurisdiction of the Courts of the U.S. Territory of Guam.