

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In these terms and conditions the following expressions have the following meanings:

Agreement means these terms & conditions and the Purchase Order

Auditor means (a) the Company; (b) a Regulatory Authority; and (c) the agents and representatives of the Company or such Regulatory Authority

Commencement Date means the date set out on the Purchase Order

Company means the party defined as such on the Purchase Order

Company Data means all data relating to the Company, other Group Companies or the customers of any of them which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of, the Supplier, any Subcontractor or any Supplier Personnel

Company Group means the group of companies, at the time in question and from time to time, that comprises of Centrica plc and:

(i) any direct or indirect holding company;

(ii) any direct or indirect subsidiary;

(iii) any parent undertaking, or subsidiary undertaking of a parent undertaking or Centrica plc (the terms parent undertaking and subsidiary undertaking being interpreted in accordance with section 1162 of the Companies Act 2006); and

(iv) any company which:

(a) has Control of Centrica plc or any company falling under (i), (ii) or (iii) above; or

(b) Centrica plc or any company falling under (i), (ii) or (iii) above has Control over.

Confidential Information means all information of a confidential or proprietary nature relating to the business, prospects or activities of the party in question which is given to, generated by, or otherwise comes into the possession of the other party in the course of the negotiation or performance of this Agreement

Company Materials means the Company Data and the Confidential Information and any of them

Company Personal Data means any Personal Data provided by the Company to the Supplier or collected by the Supplier on the Company's behalf, including Personal Data uploaded to or created on a platform provided by the Supplier or accessed by the Supplier on the Company's or third party systems

Control has the meaning set out in section 1124 Corporation Tax Act 2010

CR Policy means the Company's Responsible Sourcing Policy, available at <https://www.centrica.com/media/5066/responsible-sourcing-policy.pdf> as amended from time to time

Default means a breach of any term of this Agreement or any tortious act or statement, breach of statutory duty, or misrepresentation that gives rise to liability at Law

Delivery Date means the date for delivery of the Goods as set out on the Purchase Order

Delivery Location means the location at which the Goods are to be delivered as set out on the Purchase Order

Delivery Timeslot means the delivery times for the Goods as set out on the Purchase Order

Expiry Date means the date set out on the Purchase Order

Good Industry Practice means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

Goods means the goods which are to be supplied to the Company by the Supplier as set out on the Purchase Order

Group Company means any company within the Company Group

InfoSec Policy means the Company's Information Security Policy as amended from time to time, available at

<https://www.centrica.com/media/5665/information-security-policy.pdf>

A party is subject to an **Insolvency Event** if it is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property

IPR means all intellectual and industrial property rights including patents, copyright, trademarks, registered designs, utility models, design rights, database rights, rights to apply for any of the foregoing, and all renewals and extensions in each case in all countries in the world

Laws means (a) all laws (including the common law); (b) all regulations, policies and codes of conduct which are legally-binding; or (c) directions of a Regulatory Authority with which the Company and the other Group Companies are reasonably required to comply and which, in each case, are applicable to the business of the Company and the other Group Companies or to any activities of the parties undertaken pursuant or in relation to this Agreement

Losses means losses, liabilities, damages, wasted expenditure, costs and expenses (including legal fees on a solicitor/own client basis and all other costs related to the investigation, prosecution or defence of legal claims)

Outsource is to be interpreted in accordance with the Financial Conduct Authorities Handbook – SYSC 13.9 (Outsourcing) and shall include any 'material outsource', as each of the same may be amended or updated from time to time

Personal Data means any information, including Company Personal Data, which alone or in combination with other information can be used to identify a living individual where protected under Regulations (defined in clause 16.1), where such data is processed by the Supplier

Price means the price for the Goods as set out on the Purchase Order

Purchase Order means an order for the purchase of Goods which has been submitted by the Company to the Supplier

Regulatory Authority means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Company or the Supplier, including data protection authorities and law enforcement agencies

Representative in relation to a party means the person appointed to such position pursuant to clause 6.1

Specification means the specification for each of the Goods as set out as set out on or attached to the Purchase Order

Subcontractor means a third party engaged by the Supplier in connection with this Agreement or the provision of any of the Goods

Supplier means the party defined as such on the Purchase Order

Supplier Personnel means any individual employed or engaged by the Supplier or by any Subcontractor in connection with this Agreement or the supply of any of the Goods

Supplier Premises means premises from which the Supplier, any Subcontractor or any Supplier Personnel provide all or any part of the Goods or in which books and records relating to the Goods or this Agreement are stored

Working Day means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England

Year means a period of twelve months which starts on the Commencement Date, or on any anniversary of the Commencement Date provided that if this definition would

result in the last Year extending beyond the Expiry Date, the last Year shall be the period that starts on the last anniversary and ends on the Expiry Date

1.2. In this Agreement, except where the context otherwise requires:

1.2.1. any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, LLPs, associations, corporations, and bodies corporate;

1.2.2. a party means either the Company or the Supplier and parties shall be construed accordingly and a reference to a party includes its permitted successors and assigns;

1.2.3. a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;

1.2.4. a reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document and a reference to any Clause, Schedule or paragraph is a reference to such Clause, Schedule paragraph of this Agreement; and

1.2.5. headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement; examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done.

2. DOCUMENTATION, ORDER PROCESS AND AMENDMENTS

2.1. In the event of any discrepancy, inconsistency or divergence arising between the Purchase Order and the clauses in the main body of this Agreement, the following shall be the order of precedence: (i) the Purchase Order then (ii) the clauses of the main body.

2.2. The Company may notify the Supplier of its requirement for Goods by issuing a Purchase Order. The Purchase Order shall specify the Goods to be supplied by the Supplier, Commencement Date, Delivery Date, Delivery Location, Delivery Timeslot, price and any other relevant information.

2.3. Once a Purchase Order is issued, the Supplier will be obliged to provide, and the Company will be obliged to purchase, the Goods described in the Purchase order subject to the terms of this Agreement.

2.4. The Company may cancel all or part of the Goods at any time by giving written notice to that effect to the Supplier. If the Supplier has not commenced work on the Goods, or purchased goods and/or materials which are not capable of re-use, prior to the date of cancellation then such cancellation shall be without liability on the part of the Company. If the Supplier has commenced work, or purchased such goods and/or materials, prior to the date of cancellation the Company shall pay a reasonable sum for such work or materials (such sum, in the case of materials, to be calculated at cost to the Supplier without uplift).

2.5. Completed Purchase Orders incorporating the terms of this Agreement are the only basis for the supply of Goods and no terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document will be of any effect in relation to the supply of Goods, whether or not such document is referred to in the Purchase Order.

3. TERM

3.1. This Agreement shall start on the Commencement Date and shall, unless terminated earlier in accordance with its provisions, end on the Expiry Date.

4. GOODS

4.1. The Supplier acknowledges and accepts that the Goods are or may be provided to or for the benefit of other Group Company members. Where this Agreement refers to rights or benefits granted to the Company the reference to the Company shall be deemed to include other Group Company members who use the Goods including licences (subject to any applicable obligations). However, administration of this Agreement and the pursuit or defence of any disputes or claims shall be restricted to the Company. Consequently:

4.1.1. any claims which a Group Company other than the Company might be entitled to bring against the Supplier will be brought by the Company on behalf of that Group

- Company; and
- 4.1.2. The Supplier shall not be entitled to bring any claim relating to this Agreement against any Group Company other than the Company.
- However, the Company and the Supplier shall be entitled to amend this Agreement in accordance with its terms without reference to, or the consent of, Company Group members other than the Company.
- 4.2. No consent required: Notwithstanding clause 4.1, the Company and the Supplier shall be entitled to amend or rescind this Agreement in accordance with its terms without reference to, or the consent of, Group Companies other than the Company.
- 4.3. The Goods shall: correspond in every aspect with this Agreement; comply with all Laws; be so formulated, designed, constructed, finished, packaged and/or performed as to be safe and without risk to health; be of satisfactory quality within the meaning of the Sales of Goods Act 1979 (as amended) and be free from defects in design, material and workmanship.
- 4.4. The Supplier shall manufacture, package and supply the Goods and perform its obligations: in accordance with this Agreement; with all due skill, care and diligence and so as to meet any requirements of the Company; in compliance with any codes of practice, standards and/or specifications that may be applicable; and in an economic, efficient, effective and safe manner and in accordance with Good Industry Practice using personnel with the requisite level of skill, expertise and experience.
- 4.5. Without prejudice to any other rights and remedies of the Company, if during the twelve months' from the Delivery Date, or if the Goods are for resale during the period specified in the end user warranty (which shall be no lesser than twelve months from the date of delivery to the end user customer), it is discovered that the Goods supplied do not comply with this Agreement then the Company shall have the right, at its discretion, or require the Supplier to promptly remedy any non-compliance at the Supplier's own cost or to promptly replace the Goods with Goods that comply with this Agreement.
- 4.6. The Supplier shall pass to the Company the benefit of all manufacture and other warranties and/or guarantees relating to the Goods.
- 4.7. The Supplier shall and shall procure that the Supplier Personnel and any Subcontractors:
- 4.7.1. comply with all Laws and not cause any Group Company to be in breach of any Laws;
- 4.7.2. comply with any relevant Company policies and standards (including the InfoSec Policy) and all reasonable and lawful directions given to the Supplier by the Company provided that those directions are not inconsistent with this Agreement; and
- 4.7.3. co-operate with any Regulatory Authority as required from time to time.
- 5. DELIVERY AND INSPECTION**
- 5.1. The Goods shall be delivered to the Delivery Location during the Delivery Timeslot on the Delivery Date.
- 5.2. If the Goods are not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Company may have, the Company may: (a) refuse to take any subsequent attempted delivery of the Goods; (b) terminate this Agreement with immediate effect; (c) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Company in obtaining such substitute products; and (d) subject to clause 14, claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering the Goods to the extent that such failure or delay is directly caused by the Company's failure to comply with its obligations under this Agreement.
- 5.3. The Supplier shall ensure that: (a) the Goods are marked in accordance with the Company's instructions and any applicable regulations and are properly packaged and stored so as to reach their destination in an undamaged condition; (b) each delivery is accompanied by a prominently displayed delivery note and all handling, storage, operating and safety instructions and any other information as may be necessary for their proper use, maintenance and repair.
- 5.4. The Company shall not be deemed to have accepted the Goods until it has had 28 days to inspect them following delivery, or, in the case of a latent defect in the Goods, for 28 days after any latent defect in the Goods has become apparent.
- 5.5. The Company and/or a Regulatory Authority may enter the Supplier Premises to inspect the manufacturing facilities and, equipment used to manufacture the Goods and inspect stock levels and take samples of raw materials, packaging and the Goods.
- 6. DISPUTE RESOLUTION**
- 6.1. Each party shall keep in place at least one Representative who has full authority to act on its behalf for all purposes of this Agreement and shall keep the other party informed of the name and contact details of its Representative.
- 6.2. The Representatives shall meet at such other intervals as shall be reasonably requested by the Company to review the supply of the Goods and deal with any issues.
- 6.3. In the event that any disputes or disagreements arise between the parties, either Representative may, on reasonable notice to the other, call a meeting of the Representatives in order to seek a resolution of the issue in question. If the parties have not agreed the dispute within five Working Days each party is free to refer the dispute to the courts, but prior to that point neither party can refer the dispute to the courts unless the reason for the referral is an application to protect the Confidential Information or IPR of the applicant.
- 7. AUDIT AND INSPECTION**
- 7.1. The Supplier shall permit the Auditors to conduct audits of the Supplier and its Subcontractors during the term of this Agreement (and for twelve months after the expiry or termination of this Agreement). The right of audit includes a right for the Auditor to enter any of the Supplier Premises to inspect and take copies of such books and records and to interview members of the Supplier Personnel as is required for the purposes referred to in clause 7.2.
- 7.2. The purpose of any audit carried out under this clause 7 shall be to: provide the Auditor with assurance as to the Supplier's compliance with this Agreement; to enable the Company to investigate any complaints or queries of or provide information required by a Regulatory Authority or any customers of the a Group Company relating to the Goods or the conduct of the Supplier, the Supplier Personnel or the Subcontractors and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier or the Supplier Personnel.
- 7.3. The Supplier shall cooperate with the Auditor and will provide or procure such access and assistance as the Auditor requires in order to enable the Auditor to fully exercise the rights set out in clause 7.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a Regulatory Authority which stipulates that no notice should be given, the Company shall provide at least five Working Days' written notice of the audit; shall conduct the audit (or procure it is conducted) within normal business hours; and shall use reasonable endeavours to avoid any disruption to the business of the Supplier or the Subcontractors.
- 8. PRICE AND PAYMENT**
- 8.1. In consideration of the Supplier performing its obligations in accordance with the provisions of this Agreement the Company shall pay the Price for the Goods. The Price shall:
- 8.1.1. be inclusive of all charges, including expenses, packaging material, packing, shipping, loading, carriage, insurance and all delivery of the Goods to the Delivery Location and all costs and expenses of the Supplier;
- 8.1.2. exclusive of VAT;
- 8.1.3. not be adjusted to take account of any inflation, change in exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or the Subcontractors of the performance of the Supplier's obligations.
- 8.2. The Supplier may invoice the Company for the Goods in accordance with the payment dates referred to in the Purchase Order or, if no specific dates have been referred to on, or at any time after, delivery of the Goods. In order to be valid, invoices issued by the Supplier must:
- 8.2.1. be valid tax invoices for the purposes of VAT legislation;
- 8.2.2. identify the Supplier; reference the Purchase Order number and specify the Goods to which the invoice relates;
- 8.2.3. be sent to Centrica Accounts Payable - British Gas Trading Ltd, Winnall Down, Alresford Road, Winchester, Hampshire SO21 1FP or such other address as may be notified to the Supplier from time to time;
- 8.2.4. include any necessary information to support the invoiced amount; and
- 8.2.5. be in any form requested by the Company which may include the use (at the Supplier's cost) of the Company's preferred electronic invoicing system through the Company's then current service provider, as notified to the Supplier from time to time.
- 8.3. If the Company disputes any sum included in a valid invoice it shall notify the Supplier of the dispute and the amount to which it relates. The Supplier shall promptly issue a credit note for the disputed amount and VAT thereon and issue an invoice in the amount of the undisputed sum. The Company shall pay any undisputed balance of the invoice in accordance with this clause 8. If resolution of any dispute results in the Company agreeing to make payment to the Supplier, the Supplier may invoice the agreed amount to the Company and the Company shall be obliged to pay the invoice in accordance with this clause 8.
- 8.4. Subject to clause 8.3, the Company shall pay the Price within 60 days of receiving a valid invoice for the same.
- 8.5. If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent per annum over the Bank of England bank rate from time to time.
- 8.6. The Company may set off against any liability arising under this Agreement any liability which it reasonably believes to be due from the Supplier to the Company under this Agreement (whether or not the exact amount of such liability has been finally determined).
- 8.7. The Supplier shall not be entitled to invoice the Company, and the Company shall not be obliged to pay the Supplier, for Goods that are not invoiced within three months of the date on which the Goods could have first been included in an invoice.
- 8.8. The Supplier shall not commence the supply of Goods until it receives a valid Purchase Order from the Company. Any supply of Goods prior to the receipt of a valid purchase order shall be at the Supplier's sole risk and the Company shall not be liable to pay for such Goods.
- 9. INSURANCE**
- 9.1. The Supplier shall, at its own cost, have in place insurance cover from reputable insurers of a sufficient value and of the correct types to cover all of the Supplier's activities carried out under this Agreement, as well as any other insurance required by law.
- 10. TERMINATION**
- 10.1. Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate the Agreement in whole or in part if the other party is the subject of an Insolvency Event.
- 10.2. Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate this Agreement in whole or in part (at the date set out in that notice) if:
- 10.2.1. the other party has committed a material breach of this Agreement which is irremediable;
- 10.2.2. the other party has committed a material breach of this Agreement which is capable of remedy and has failed to remedy the breach within 30 days of receiving written notice requiring it to do so, and for this purpose a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which clause 10.2.1 or 10.2.2 applies whether or not each breach on its own would be considered a material breach.
- 10.3. The Company may by written notice to the Supplier terminate this Agreement in whole or in part: (i) (at the date set out in that notice), at any time, if (a) the Company has concerns regarding the financial standing of the Supplier or (b) there is a change in Control of the Supplier, or (c) the Company becomes aware that the Services constitute an Outsource and/or involve the transfer of personal data outside the UK or EEA; or (ii) upon three months' prior written notice which the Company may serve at any time.
- 11. EFFECT OF TERMINATION OF THIS AGREEMENT**
- 11.1. In the event of termination of this Agreement under clause 10.3(i)(c) (Outsource or data transfer), if required by the Company, the Supplier shall use its best endeavours to agree alternative or additional terms to enable the Services to continue to be provided to the

- Company.
- 11.2. In the event of termination or expiry of this Agreement for any reason:
- 11.2.1. the Supplier shall cease to use the Company Materials and deliver up to the Company any Company equipment and other materials that the Company provided to the Supplier;
- 11.2.2. this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
- 11.2.3. the rights of either party accrued on or prior to termination or expiry shall remain unaffected.
- 11.3. Upon early termination of this Agreement for any reason whatsoever by the Company, the Company shall pay the Price for the Goods supplied in accordance with this Agreement up to the date of termination that remain unpaid for but shall be under no obligation to pay any compensation and/or termination payment to the Supplier. Upon early termination of this Agreement by either party, where the Company has paid the Supplier the Price for Goods that have not been supplied at the date of termination, the Supplier shall, upon demand, either repay such Price to the Company or deliver the Goods to the Company.
- 12. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 12.1. Each party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under this Agreement.
- 12.2. The Supplier warrants, represents and undertakes to the Company that:
- 12.2.1. it has, and will maintain, all licences, consents and materials that it requires in order to perform its obligations under this Agreement;
- 12.2.2. it shall not infringe the IPR of any third party when performing its obligations under this Agreement;
- 12.2.3. it will comply with all relevant anti-bribery legislation; and
- 12.2.4. the Goods will correspond in every respect with this Agreement; will comply with all Law applicable to their production and use; and will be so formulated, designed, constructed, finished and/or performed as to be fit for the purpose for which they are intended, of satisfactory quality, safe and without risk to health.
- 12.3. Without prejudice to the Company's other rights or remedies, where any breach of the warranties, representations and undertakings given by the Supplier is capable of remedy, the Supplier shall remedy the same in a timely manner and meet all the costs of, and incidental to, the performance by the Supplier of such remedial work.
- 13. INDEMNITIES**
- 13.1. The Supplier shall at all times indemnify each Group Company, its officers, employees and agents, and keep such Group Company and its officers, employees and agents indemnified, from and against any Losses:
- 13.1.1. arising out of or in connection with any claim by a third party that its IPR are infringed (or are alleged to be infringed) by (a) the receipt, use, reproduction, possession or exploitation of the Goods by or on behalf of the Group Company in the manner contemplated by this Agreement or (b) any modification made by or on behalf of the Supplier to any materials (including software) owned by or licensed to the Company or any other Group Company;
- 13.1.2. in connection with actions or remedies required, proceedings commenced or threatened by a Regulatory Authority (including any fines imposed by such Regulatory Authority) as a result of a Default by the Supplier, its Subcontractors and Supplier Personnel; and
- 13.1.3. arising out of or in connection any breach by the Supplier of (i) clause 16, or (ii) any Laws relating to privacy or data protection.
- and references in clauses 13.1.1, 13.1.2 and 13.1.3 to the Supplier shall include its Subcontractors and Supplier Personnel.
- 14. LIABILITY**
- 14.1. Neither party excludes or limits its liability to the other:
- 14.1.1. for personal injury or death caused by its negligence;
- 14.1.2. for any matter for which, at law, a party cannot exclude or limit or attempt to exclude or limit its liability;
- 14.1.3. for breach of a third party's IPR;
- 14.1.4. for breach of clause 17 (Confidentiality);
- 14.1.5. for breach of clause 16 (Data Protection and Company Materials); or
- 14.1.6. for fraud or fraudulent misrepresentation, and the Supplier does not exclude or limit its liability for:
- 14.1.7. wilful default or gross negligence; or
- 14.1.8. under the indemnities contained in clause 13.
- 14.2. Subject to clauses 14.1 and 14.5, the Supplier's maximum aggregate liability under this Agreement for loss of or damage to tangible property (whether real or personal) arising from the acts or omissions of the Supplier, a Subcontractor or Supplier Personnel which arises in any Year shall be limited to five million pounds sterling (£5,000,000).
- 14.3. Subject to clauses 14.1 and 14.5 (and excluding Losses that fall within clause 14.2), the Supplier's maximum aggregate liability for all Losses on the part of the Group Companies that arise as a consequence of, or in connection with, any Defaults on the part of the Supplier, Subcontractors or Supplier Personnel under or in connection with this Agreement in any Year shall be limited to:
- (a) a sum equal to two hundred per cent (200%) of the aggregate amounts paid and payable by the Company under this Agreement in the Year in question or;
- (b) one million pounds sterling (£1,000,000), whichever is the greater.
- 14.4. Subject to clauses 14.1 and 14.5, the aggregate liability of all the Group Companies in respect of all Losses in any Year under or in connection with this Agreement shall be limited to fifty per cent (50%) of the Price payable in the Year in question but this limitation shall not limit or exclude the Company's obligation to pay the Price in accordance with this Agreement.
- 14.5. Subject to clause 14.1, neither party shall have any liability to the other party for any special, indirect or consequential loss.
- 15. INTELLECTUAL PROPERTY**
- 15.1. The Company hereby authorises the Supplier to use any IPR in materials provided to it by the Company for the purposes only of performing its obligations under the Agreement for the term of this Agreement.
- 15.2. Any IPR owned by or licensed to the Supplier or any member of the Supplier Group prior to the Commencement Date or developed or acquired (whether by way of ownership or licence) by the Supplier or any such member shall remain the property of the Supplier, and the Supplier hereby grants (or shall procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Company and the other Group Companies to use, copy, modify and amend such IPR to the extent necessary for the Group Companies (or any third party nominated by the Group Companies) to use, amend and enjoy the benefit of the Goods whether during the term of this Agreement or at any time thereafter.
- 15.3. For any Goods which include any third party IPR which are embedded in or which are an integral part of the Goods, the Supplier hereby grants (or shall procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Company and the other Group Companies to use, copy, modify and amend such IPR to the extent necessary for the Group Companies (or any third party nominated by the Group Companies) to use, amend and enjoy the benefit of the Goods, whether during the term of this Agreement or at any time thereafter.
- 16. DATA PROTECTION AND COMPANY MATERIALS**
- 16.1. References in this clause 16 to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation, unless otherwise defined in this Agreement.
- 16.2. If, in respect of any Personal Data, the Company is a Data Controller, and the Supplier Processes the Personal Data as the Company's Data Processor, this clause 16 shall apply in respect of such Processing.
- 16.3. The Supplier shall:
- 16.3.1. process the Personal Data only on documented instructions from the Company, including with regard to transfers of Personal Data to a third country or an international organisation;
- 16.3.2. unless prohibited by law, notify the Company:
- 16.3.2.1. before Processing the Personal Data, if the Supplier is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the instructions of the Company; or
- 16.3.2.2. immediately (and in all cases within 24 hours of becoming aware), if, in the Supplier's opinion, any of the Company's instructions under paragraph 16.3.1 infringes the Regulation or other Union or Member State data protection provisions;
- 16.3.3. obtain the Company's prior written authorisation before engaging another Processor and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. The Supplier shall be liable for the acts and omissions of its Sub-processors, and the Supplier shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this clause 16;
- 16.3.4. comply with clause 17 (Confidentiality) in respect of such Processing, and the Personal Data shall be "Confidential Information";
- 16.3.5. take all measures required pursuant to Article 32;
- 16.3.6. taking into account the nature of the Processing, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;
- 16.3.7. provide reasonable assistance to the Company on written request by the Company in ensuring compliance with the Company's obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to the Supplier;
- 16.3.8. at the Company's choice, delete or return all the Personal Data to the Company after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
- 16.3.9. at Supplier's cost and following written agreement as to the details:
- 16.3.9.1. make available to the Company all information necessary to demonstrate compliance with the obligations laid down in Article 28;
- 16.3.9.2. allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company; and
- 16.3.10. in the event of an actual or suspected Personal Data Breach:
- (a) immediately notify the Company (and in all cases no later than 24 hours of becoming aware) by both e-mail to privacy@centrica.com and resilience@centrica.com and by phone to the Global Operations Centre (+44 1494400400);
- (b) provide reasonable and timely cooperation with the Company's investigation into the Personal Data Breach; and
- (c) unless required by binding Laws, or under a subpoena, court order or similar legal document issued by a court or Regulatory Authority, not disclose the Personal Data Breach to anyone other than the Company without first obtaining the Company's prior written consent.
- 16.4. The Supplier shall not transfer (within the meaning of Chapter V of the Regulation) Personal Data to recipients (including Sub-processors) in jurisdictions outside of the UK or the European Economic Area.
- 17. CONFIDENTIALITY**
- 17.1. Each party agrees to maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other Party in connection with the Agreement the written consent of the disclosing party except to the extent a) strictly necessary for the proper performance of the Agreement or b) required by law or any securities exchange or Regulatory Authority. The Supplier shall be responsible for any breach by its personnel of this provision and the Company may from time to time require the Supplier's personnel to enter into confidentiality contracts directly with the Company. The Supplier agrees to assist the Company in obtaining such contracts. The obligations in this clause 17 shall survive for a period of two years after the expiry or termination of this Agreement.
- 18. CORPORATE SOCIAL RESPONSIBILITY**
- 18.1. Throughout the term of this Agreement the Supplier shall comply with the CR Policy in force from time to time and shall allow the Auditors to access any of the

Supplier Premises, personnel and relevant records as may be reasonably required in order to undertake verification of the Supplier's compliance with the CR Policy. The Supplier shall contract with its Subcontractors on terms providing an equivalent level of protection to the CR Policy

19. SUBCONTRACTING AND ASSIGNMENT

19.1. The Supplier shall not assign novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement nor shall it subcontract performance of any of its obligations or responsibilities without the Company's prior written consent. If the Company gives such consent, any such subcontracting shall not relieve the Supplier from and the Supplier shall remain liable for, all of its liabilities, obligations and responsibilities hereunder.

20. PUBLICITY

The Supplier shall not:

20.1. make any public announcement or issue any public circular (including a media or press release) relating to this Agreement or its subject matter without the prior written approval of the Company; or

20.2. use the name or logos of the Company, or of any other Group Company without the Company's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

21. RECORDS

21.1. The Supplier shall, and shall procure that its Subcontractors shall, maintain a complete and correct set of records pertaining to all activities relating to the performance of this Agreement and the Supplier's obligations under this Agreement and retain such records during the term of the Agreement and for a period of not less than two years (or such longer period as may be required by law) following termination or expiry of the Agreement.

22. NOTICES

22.1. Where this Agreement requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post or special delivery post to the party's Representative.

22.2. A notice will be deemed to have been duly served if delivered by hand, at the time of delivery; if delivered by first class post or special delivery post, 48 hours after being posted provided that where in the case of delivery by hand such delivery occurs either after 4.00 pm on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day.

22.3. In the case of communications relating to this Agreement which do not relate to matters where this Agreement requires notice to be given, communications may take place by email between the Representatives and each party shall be responsible for ensuring that the current email address of its Representative is known by the other party's Representative.

23. GENERAL

23.1. Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a potential action or remedy for breach any of the terms of this Agreement or of a Default shall not constitute a waiver of any other potential action or remedy for breach or Default and shall not affect the other terms of this Agreement.

23.2. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

23.3. This Agreement contains all the terms which Company and the Supplier have agreed in relation to the supply of the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Company which is not set out in the Agreement and agrees that it shall have no claim in respect of the same. Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

23.4. This Agreement can only be varied by a formal agreement which recites its intention to amend this Agreement and which is signed by persons who have

the authority and capacity to bind the respective parties to a legal contract.

23.5. Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

23.6. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity, illegality or unenforceability shall not prejudice the other provisions of this Agreement which shall remain in full force and effect and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

23.7. Except as expressly provided in clause 4.1, the parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23.8. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and, without prejudice to the dispute resolution procedure set out in clause 6, the parties submit to the exclusive jurisdiction of the courts of England.