



## APTIA GROUP PURCHASE ORDER TERMS AND CONDITIONS

### 1 Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set out below:

**Affiliate** means, with respect to a party, an entity that (directly or indirectly) controls, is controlled by or is under common control with, such party, where control refers to the power to direct or cause the direction of the management and policies of another entity, whether through ownership of voting securities in the case of Customer, of at least 20% interest in such entity), by contract or otherwise;

**Agreement** means these Aptia Group Purchase Order Terms and Conditions, the Purchase Order, any document governing the Services, and all other documents of Customer that refer to, or are referred to in, this Agreement, all as amended from time to time;

**Applicable Law** means any applicable statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, as amended from time to time;

**Business Day** means a day, other than a Saturday or a Sunday or a local (where the Products or Services are received) public holiday;

**Charges** means the charges to be paid by Customer to Supplier for the Products and Services provided by Supplier under this Agreement as set out in the Purchase Order;

**Confidential Information** means any and all information or data (including Personal Data) in whatever form, whether in oral, tangible or in documented form, that is by its nature confidential, has been designated by a party as being confidential, or which ought to reasonably be regarded as confidential, and which is disclosed by or to or is otherwise learned, acquired, developed, or accessed by a party in connection with this Agreement;

**Control** means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise. The terms Controlling and Controlled shall have a corresponding meaning;

**Customer** means Aptia Group, or the relevant Affiliate in the Customer Group ordering Products and/or Services, as identified on the applicable Purchase Order or other document governing the Services;

**Customer Data** means any data, content, and/or other materials, including Personal Data, whether in physical or electronic form, including but not limited to documents, databases, records, Intellectual Property Rights and Confidential Information, created by or made available to Supplier in the course of providing Products or Services to Customer and/or any of its Affiliates, and any information that may be derived from the foregoing;

**Customer Group** means Customer and all Affiliates of Customer;

**Customer Premises** means premises owned, leased, licensed or otherwise controlled by any member of the Customer Group from time to time;

**Data Privacy Laws** means all laws and regulations applicable to the Processing of Personal Data under the Agreement, as further defined in the DPA;

**Deliverables** means the items identified as such in the Purchase Order or any document governing the Services together with any other materials developed or generated by Supplier for Customer under this Agreement;

**Disclosing Party** means, in relation to any Confidential Information, the party to which such Confidential Information belongs;



**Effective Date** means the earlier of the date of the Purchase Order and the date Supplier provides any of the Products or Services;

**Good Industry Practice** means the exercise of that degree of skill, prudence, integrity, timeliness, care and foresight, and the practices and professional standards and performance by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel, which would reasonably and ordinarily be expected to be exercised by a reputable, well-managed, skilled and experienced person providing Services or Deliverables, or both, of the same (or materially similar) nature as those to be provided by Supplier under this Agreement;

**Insolvency Event** means one or more of the following events: (a) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of Supplier's assets and/or a winding up petition is issued against Supplier; (b) Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or (c) as otherwise defined under Applicable Law;

**Intellectual Property Rights** means all vested and future rights of: (a) patents, patent applications, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof, together with all associated goodwill; (c) copyrights and copyrightable works (including computer programs) and registrations and applications thereof; (d) database rights; (e) rights in designs; (e) trade secrets, know-how, and other confidential information; (f) waivable or assignable rights of publicity, waivable or assignable moral rights; and (g) all other or equivalent forms of intellectual property, in each case whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world;

**Losses** means all losses, liabilities, damages, awards, costs, expenses (including fees and expenses of lawyers, experts, and other professional advisers and all interest, fines, penalties, and management time as incurred) including all amounts paid in settlement or compromise;

**Personal Data** has the meaning set out in the DPA;

**Processing or Process** has the meaning set out in the DPA;

**Products** means the items identified as such in the Purchase Order together with any other materials or items provided by or on behalf of Supplier to Customer;

**Purchase Order** means the purchase order issued by Customer and submitted to Supplier (including via Customer's electronic system for obtaining products and services from suppliers) detailing the Products and/or Services to be provided by Supplier to Customer and to which this Agreement relates;

**Receiving Party** means, in relation to any Confidential Information, the party to which Confidential Information of the other party is disclosed, or which otherwise learns, develops or acquires Confidential Information of the other party pursuant to or in connection with this Agreement;

**Services** means all the obligations of Supplier under this Agreement (including the provision of any Products), and performance of the services described in this Agreement;

**Specification** means the relevant specification for the Products set out in the Purchase Order or otherwise made part of this Agreement in writing;

**Supplier** means the provider of the Products and/or Services as identified in the Purchase Order;

**Supplier Group** means Supplier and all Affiliates of Supplier;

**Supplier Personnel** means Supplier's subcontractors, and all employees, officers, directors, contractors, agents, suppliers, consultants, agency staff and other individuals employed or engaged by or on behalf of Supplier or any of its subcontractors in the provision of Products and/or Services; and



**Term** means the term stated in the Purchase Order or if no term is so stated, the period during which the Products and/or Services are provided by the Supplier under a Purchase Order.

- 1.2 In this Agreement, unless otherwise stated (or unless the context otherwise requires): (a) the words “other”, “includes”, “including”, “for example” and “in particular” do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible; (b) the phrase “represents and warrants” means that the representation and warranty is deemed given as of the Effective Date and on an ongoing basis throughout the Term; (c) headings used in this Agreement are merely for convenience; (d) a reference to any law includes all legislation which subsequently replaces, modifies, supersedes, or re-enacts it from time to time; and (e) documents and other attachments referenced in or attached to this Agreement are incorporated into this Agreement by reference.

## **2 Commencement and Term**

- 2.1 This Agreement shall commence on the Effective Date and shall apply to the supply of the relevant Products and Services and shall continue for the Term, unless terminated earlier in accordance with the terms of this Agreement.

## **3 Application of this Agreement**

- 3.1 Except where there is a written agreement negotiated and signed by Supplier and Aptia Group or the Customer, which specifically covers the relevant Products and/or Services and contains comprehensive terms and conditions equivalent to this Agreement, the version of this Agreement found at xxxxxxxxxx on the date of the applicable Purchase Order is effective upon the earlier of Supplier’s commencement of performance or the date of the applicable Purchase Order and shall: (a) apply to the exclusion of any other terms and conditions contained or referred to in any acknowledgment or acceptance of order, specification, letter, invoice or other communication sent by Supplier to Customer, whether before or after the Effective Date; and (b) take precedence over any conflicting provisions in any document governing the Services. For the purposes of this Agreement, online terms or agreements that Customer accepts to login or access Products or Services, such as installed applications, embedded software, software as a service, or a platform, are not an agreement that has been negotiated and signed by the parties and will not replace, supplement or amend the terms in this Agreement in any way. If multiple agreements with similar or contradictory provisions could apply to the Products or Services, the parties agree the terms most favorable to Customer will apply, unless the result would be unreasonable, unconscionable, or prohibited by law.

## **4 Supply of Products and Services**

- 4.1 Supplier shall perform the Services and provide the Products on the terms and conditions set out in this Agreement.
- 4.2 In the event that Supplier agrees to provide any Services and/or Products to Customer for the purposes of evaluation, Supplier shall ensure that such evaluation is at no cost to Customer and is provided in accordance with the terms of this Agreement. Customer may conduct such evaluation for as long is necessary for Customer to evaluate the Services and/or Products and such evaluation does not oblige Customer to purchase any Products or Services from Supplier or enter into any transaction with Supplier.
- 4.3 Supplier shall indemnify and hold each member of the Customer Group and their respective officers, employees, consultants, contractors, workers, and agents (“**Indemnified Parties**”) harmless from and against all Losses suffered or incurred by Indemnified Parties, out of or in connection with any (a) failure to comply with Applicable Law, (b) breach of the Agreement, and/or (c) negligent and/or willful act or omission, of Supplier or Supplier Personnel in supplying, delivering or installing (or any one or more of them) the Products or performing the Services.
- 4.4 Each Customer will only be liable for those obligations expressly set out in the Purchase Order to which it is a party. In no event will a Customer be liable for any of the obligations or liabilities of any other Customer pursuant to this Agreement. In no event shall Aptia Group be liable for any of the obligations or liabilities of any of its Affiliates in connection with this Agreement, nor for ensuring that any of its Affiliates comply with any of the terms of this Agreement. Supplier acknowledges that in the event any claim or series of related claims affects any Customer Affiliate, a Customer may elect to coordinate any or all litigation, negotiation, or other handling or support in respect of such claim itself on behalf of its Affiliates, and Supplier acknowledges and agrees that the rights of the applicable Affiliate set out herein may be enjoyed by the coordinating Customer Affiliate for undertaking such purposes.
- 4.5 If Supplier delivers Services via a web-based portal (e.g., website) or mobile app (**Services Portal**), then Supplier grants Customer Group a non-exclusive, worldwide, unlimited, fully paid, right to access, use and download from the Services Portal



for its and their business purposes for as long as Supplier provides the Services. This right extends to employees, contractors, consultants, outsourced workers, and interns engaged by Customer Group. Unless otherwise agreed in writing by the parties, Supplier will provide the Services Portal in accordance with the service levels and related credit commitments applicable to its customers generally.

- 4.6 Customer may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Customer's reasonable business needs (each, a **Change Order**), by written notice to Supplier, including via e-mail. Unless mutually agreed in writing, a Change Order does not apply to change the Products and Services timely and fully delivered before the date of the Change Order. If any Change Order causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if Customer agrees to such adjustment in writing.

## **5 Inspection, Testing and Samples of Products**

- 5.1 If required by Customer, Supplier shall submit at no cost to Customer samples of the Products to Customer for Customer's approval before the Products are delivered.
- 5.2 Customer shall be entitled at any time during the manufacture, processing and storage prior to delivery (or any of them) of the Products to inspect and test the Products. Supplier shall at its own cost provide or shall procure the provision of such facilities as may be reasonably required by Customer for such purpose.
- 5.3 If, as a result of any inspection or test carried out pursuant to Section 5.2, Customer is of the reasonable opinion that the Products do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Customer may inform Supplier accordingly and Supplier shall take such steps as may be necessary to ensure such compliance.
- 5.4 Notwithstanding any testing or inspection carried out pursuant to this Section 5, Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect Supplier's obligations under this Agreement.

## **6 Delivery of Products**

- 6.1 Supplier shall deliver the Products to the Customer Premises or other premises as set out in the Purchase Order on the date or within the period stated therein and in either case during the normal business hours of Customer.
- 6.2 Supplier shall provide to Customer, sufficiently in advance of delivery, any instructions or other information required to enable Customer to accept delivery of the Products.
- 6.3 Supplier shall properly pack and secure the Products in such a manner so as to reach their destination in a good condition in light of the nature of the Products and other applicable circumstances. Supplier shall off-load the Products at its own risk as directed by Customer.
- 6.4 Customer shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Products whether or not re-usable.
- 6.5 The time of delivery of the Products shall be of the essence of the Agreement.
- 6.6 All Products should be accompanied by a detailed advice note stating the applicable Purchase Order number and giving full particulars of the Products supplied.
- 6.7 If the Products are to be delivered by instalments the Agreement shall be treated as a single Agreement and not severable.
- 6.8 If the Products are delivered to Customer in excess of the quantities set out in the Purchase Order, Customer shall not be bound to pay for the excess and any excess shall be and remain at Supplier's risk and shall be returnable at Supplier's expense.
- 6.9 Upon delivery of the Products to Customer, Customer shall either reject or accept the Products in writing, such acceptance not to be unreasonably withheld or delayed. Customer shall have the right to reject Products after any latent defect in the Products has become apparent.



6.10 Without prejudice to any other right or remedy Customer may have, and notwithstanding any acceptance made by Customer, if any Products are not supplied in accordance with, or if Supplier fails to comply with, any of the terms of this Agreement, Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion:

- (a) to reject the Products (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Products so returned shall be paid forthwith to Customer by Supplier;
- (b) to give Supplier the opportunity (at Supplier's expense) either to remedy any defect in the Products or to supply replacement Products and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
- (c) to obtain such damages as may have been as a result of or in connection with Supplier's breach or breaches of the Agreement; or
- (d) to terminate this Agreement in whole or in part immediately upon giving written notice to Supplier.

6.11 Without prejudice to any other rights and remedies of Customer, Supplier shall immediately upon request by Customer replace or (at Customer's option) repair at its own costs all Products which are or become defective during the period of 12 months from the date of delivery, where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, Supplier's erroneous instructions as to use or any breach by Supplier of any provision of this Agreement. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

## **7 Title and Risk; Insurance; Pass Through**

7.1 Without prejudice to Section 12 (Intellectual Property Rights), or any rights of Customer set out in Section 5, title and risk in the Products shall pass to Customer upon the delivery of such Products to Customer, free from any third party rights or interests (including liens, charges and options), unless payment for the Products is made prior to delivery in accordance with this Agreement, in which case title (but not risk) to the Products shall pass to Customer once payment has been made for the Products by Customer.

7.2 Supplier shall, at its sole expense: (a) until delivery of the Products in accordance with this Agreement, insure the Products against all risks to their full replacement value; (b) at all times while providing the Products and/or Services, maintain other insurance coverages appropriate to the Products and/or Services provided, including professional indemnity (Errors and Omissions) coverage or insurance providing coverage for liability arising out of Supplier's provision of the Products and Services, with sound and reputable insurance companies and in amounts acceptable to Customer; and (c) will furnish to Customer upon request certificates of insurance evidencing such coverage.

7.3 Supplier assigns and passes through to Customer all of the third-party manufacturers' and licensors' warranties and indemnities for the Products.

## **8 Charges, Invoicing and Payment**

8.1 Customer shall pay to Supplier the undisputed Charges within 45 days of the date upon which Customer receives from Supplier a complete and accurate invoice in accordance with the Purchase Order.

8.2 All Charges and other sums payable under this Agreement are exclusive of taxes, which, if taxes are applicable, will be set out on the applicable invoice and will be payable at the applicable rate.

8.3 Customer shall be under no obligation to pay any invoice for any Products or Services provided by Supplier unless a proper and approved Purchase Order has been issued by Customer in respect of the relevant Products or Services and Supplier has registered for and addressed all outstanding actions (which may include choosing to agree to variations to this Agreement) from time to time in Customer's online supplier portal and separate online invoicing system, where implemented by Customer in the applicable jurisdiction. Supplier shall comply with all terms of use presented on such online supplier portal and online invoicing system, where implemented by Customer in the applicable jurisdiction. The provision by Supplier of any Products or Services prior to issuance by Customer of its proper and approved Purchase Order shall be at Supplier's own risk.

8.4 In the event that Customer fails to make payment of any amounts which have not been disputed, Supplier shall promptly notify the Customer so that the situation can be rectified as soon as possible. No late payment penalty or interest (including any



statutory interest) shall be charged to Customer, except if Applicable Laws permit Supplier to charge late payment interest notwithstanding a contractual prohibition, in which case Supplier may charge interest, at two (2) percent per annum above the then-current base lending rate of the national central bank of the country in which Customer has its main business address, on the undisputed invoiced amount, from the due date until payment is made (whether before or after judgment has been obtained).

8.5 Customer will not be responsible for, nor will Customer pay, any of Supplier's costs of travel or expenses unless Customer has approved of those costs in writing in advance of them being incurred.

**9 Business Continuity** 9.1 Supplier shall: (a) take all reasonable precautions to ensure that, in the event of a disaster, or other event beyond its reasonable control, the impact of such event on the ability of Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible; and (b) ensure that it has appropriate back-up arrangements in place.

## **10 Supplier Personnel, Non-Discrimination and Environment**

10.1 Supplier shall be and shall remain fully responsible for the acts, omissions and management of, and performance by, all Supplier Personnel and Supplier shall ensure that all Supplier Personnel are appropriately qualified, trained, and experienced and shall exercise a level of skill commensurate with the requirements of the Agreement.

10.2 Supplier shall ensure that all Supplier Personnel are adequately vetted in accordance with Good Industry Practice, including at a minimum, by verifying qualifications and, to the extent permitted by applicable law, undertaking background checks, and complying with any policy made available to Supplier by Customer from time to time. Supplier shall not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Customer's prior written consent if Supplier has not complied with such vetting process or if information which arises out of the vetting process or which is otherwise known by Supplier in relation to an individual is such that a service provider exercising Good Industry Practice would not assign such individual to perform the service or any other obligation of the relevant member of the Supplier Group.

10.3 Customer reserves the right to refuse to admit to, or to remove from, any Customer Premises or other premises any Supplier Personnel:

(a) whose admission or presence would, in Customer's opinion be undesirable, or who represents a threat to confidentiality or security; or

(b) whose presence would be in breach of any rules and regulations governing Customer's own staff; provided that in each case Customer notifies Supplier of any such refusal or removal. Such exclusion of any Supplier Personnel shall not relieve Supplier from the performance of its obligations under this Agreement.

10.4 During the performance of this Agreement, Supplier will not victimize, harass or discriminate against any employee of either party to this Agreement or any applicant for employment with either party to this Agreement due to their gender, gender identity, race, disability, age, religious belief, sexual orientation or part time status, in violation of Applicable Law.

10.5 Supplier will take all appropriate measures to act in accordance with Good Industry Practice in respect of its environmental impact, health and safety, diversity and human rights policies and will comply with any policies related to the same made available to Supplier by Customer from time to time.

10.6 Supplier shall comply, and shall ensure that all Supplier Personnel will comply with the relevant provisions of Customer's code of conduct or vendor policy made available to Supplier by Customer from time to time.

10.7 Supplier shall not assign any personnel wholly or mainly to providing Services to Customer or after notice of termination or expiry of this Agreement seek to use less capable or lower performing staff on the Services. Supplier shall indemnify and keep indemnified each member of the Customer Group and their respective officers, employees, consultants, contractors, workers, and agents, and any replacement service providers (**Indemnified Parties**) at all times against all Losses suffered or incurred by each Indemnified Party arising from or in connection with any claims, demands or allegations made by any personnel (whether current or former) of Supplier or its Affiliates or of Supplier's sub-contractors that their employment or any rights, powers, duties or liabilities relating to it has or should have been subject to a transfer under applicable law in any jurisdiction





(e.g. under the EU Transfer of Undertakings Directive 2001/23/EC or the United Kingdom Transfer of Undertakings (Protection of Employment) Regulations 2006), whether before, on or after the date of termination of this Agreement as a result of or in connection with the provision of any of the Services (including any termination costs or claims relating to absence of consultation).

10.8 When Customer is a US-based member of the Customer Group, the following terms shall apply:

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Unless exempted, Customer and Supplier shall abide by the requirements of 41 CFR 60-1-4(a), 60- 300.5(a) and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **11 Warranties**

- 11.1 Supplier warrants and represents that: (a) it is a business entity that is duly organized and properly formed, and is validly existing and in good standing under the laws of the jurisdiction where it is registered;
- (b) it has all rights, licenses, consents, approvals, and full authority necessary to grant the licenses granted by Supplier under this Agreement and to provide the Products and/or Services;
- (c) it will perform its obligations under this Agreement with all due skill, care and diligence and in accordance with Good Industry Practice;
- (d) the performance of its obligations under this Agreement and Customer's receipt and use of the Services and/or Deliverables, any intellectual property provided or made available by Supplier, any Confidential Information disclosed to Customer by Supplier, any of the Products, and the exercise of any rights granted under any licenses granted by Supplier to Customer, will not infringe any Intellectual Property Rights of any third party;
- (e) its responses to Customer's questionnaires and risk assessments that Customer requires Supplier to complete from time to time are true, complete and accurate in all material respects, and it will inform Customer if any of the information changes in any material respect;
- (f) Products will conform as to quantity, quality and description with the particulars stated in the Purchase Order or the Specification (or both of them);
- (g) Products will (without prejudice to Section 11.1(f) above) be free from defect, be of satisfactory quality and be fit for the purpose held out by Supplier or made known to it either expressly or by implication;
- (h) Products will be equal to and comply with in all respects: (i) any samples or patterns provided by either party and accepted by the other; and (ii) the Specification; and
- (i) it will perform its obligations under this Agreement in compliance with Applicable Laws (including relating to the manufacture and sale of the Products at the time when the same are supplied).

### **12 Intellectual Property Rights**

- 12.1 Supplier agrees that all Deliverables are the property of Customer.
- 12.2 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party, and nothing in this Agreement grants Supplier any of the Customer Group's Intellectual Property Rights.
- 12.3 Supplier hereby grants to each member of the Customer Group and their respective agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, transferable license (including the right to grant sub-licenses) to use any and all Intellectual Property Rights in the Products and the Services; and any other Intellectual Property Rights provided or made available by Supplier to the extent necessary to: (a) receive or use the Services or the Deliverables; (b) enable Customer to receive the full benefit of performance and ownership of the Products; and (c) perform its obligations and exercise rights under this Agreement.



- 12.4 If and to the extent Supplier may be entitled, under Applicable Law, to claim any ownership interest in a Deliverable, Supplier hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all of Supplier's rights, title, and interest in and to such Deliverable, under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law. Supplier agrees to execute, and to ensure that Supplier Personnel execute if necessary, any and all applications or registrations for patents, copyrights, trademarks, and any other instruments deemed necessary or helpful for Customer to secure and enforce its rights. Supplier shall not charge or make a claim for additional compensation or any other consideration for signing such documents.
- 12.5 Supplier shall indemnify and hold the Indemnified Parties harmless from and against all Losses suffered or incurred by Indemnified Parties arising out of or in connection with any claim, demand or action alleging that the performance of the Services or the use or possession of any Products, Deliverables, Supplier Confidential Information, and/or Services provided or otherwise made available to any Indemnified Party infringes any Intellectual Property Rights of a third party.

### 13 Confidentiality

- 13.1 The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party to an Affiliate, subcontractor, professional advisor, or agent (provided that such third parties are under confidentiality obligations substantially similar to those set out herein and the Receiving Party remains responsible to the Disclosing Party for any breach of confidentiality by such third parties) and to employees of the Receiving Party in order to fulfill its obligations or exercise its rights under this Agreement or to receive the benefit of the Services. The foregoing shall not apply to the extent that any Supplier Confidential Information is embodied in or otherwise incorporated into any Products.
- 13.2 Supplier will take all appropriate steps to ensure that adequate security measures are implemented and maintained regarding the provision of Products and/or Services under this Agreement and will comply with the Minimum Control Requirements relating to IT Security, Physical Security and Logical Access Management if so required by Customer.
- 13.3 In no circumstances may Supplier Personnel access any facilities of Customer, including any areas deemed by Customer to be critical security access areas, without first being cleared for access to, and if cleared for access supervised during access, by Customer.
- 13.4 Supplier shall not use the name or branding of Customer or any member of the Customer Group or refer to the existence of this Agreement or any Purchase Order in any advertising, customer list, promotional, or other material, whether in written, electronic, or other form, without obtaining specific prior written approval of Customer, which approval may be granted, withheld, conditioned, or after being granted withdrawn, by Customer in its sole discretion.

### 14 Data Privacy and Information Security

- 14.1 Supplier shall comply with the Data Processing Addendum available at Aptia Vendor\_Data\_Processing\_Agreement\_for\_Purchase\_Order\_Terms.pdf, which may be amended from time to time by Customer (the DPA).
- 14.2 Supplier shall comply with the Vendor Security Requirements set out in the DPA for the purpose of protecting Customer Data.
- 14.3 Supplier represents and warrants that, except to the extent that Supplier has obtained Customer's prior written consent, the Services and Products do not contain or facilitate any virus, malware or disrupting or disabling code.

### 15 Liability

- 15.1 **THE ATTENTION OF SUPPLIER IS SPECIFICALLY DRAWN TO THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION** Error! Reference source not found.5.
- 15.2 No limitation or exclusion of liability (whether in contract, tort, or otherwise) shall apply to: (a) either party's liability for: (i) death or personal injury or property damage caused by the negligence or wilful misconduct of a party or its employees, and in the case of Supplier, by Supplier Personnel; (ii) fraud; or (iii) any matter for which liability may not be limited or excluded under Applicable Law;





- (b) Supplier's indemnification obligations in this Agreement;
- (c) Supplier's liability for breach of Section 12 (Intellectual Property Rights);
- (d) Supplier's liability for breach of Section 13 (Confidentiality);
- (e) Supplier's liability for breach of Section 14 (Data Privacy and Data Security); or
- (f) Supplier's wilful misconduct or repudiatory breach;
- (g) Supplier's gross negligence.

15.3 Subject to Section 15.2, in no event shall either party be liable (whether in contract, tort, or otherwise) for indirect, incidental, consequential, special, or punitive Losses, even if it has been advised (or is otherwise aware) of the possibility of such Losses.

15.4 Subject to Sections 15.2 and 15.3, the maximum aggregate liability of Supplier to Customer shall be limited to the amount which is the greater of \$250,000 and the amount that is equal to 300% of the Charges set out in the applicable Purchase Order and the maximum aggregate liability of the Customer Group shall be limited to the amount that is equal to 100% of the Charges set out in the applicable Purchase Order.

## 16 Termination

16.1 This Agreement may be terminated for convenience by Customer at any time by giving to Supplier not less than 14 days' prior written notice.

16.2 This Agreement may be terminated by Customer should Supplier fail to comply with Section 16.1 (i).

16.3 The following events shall allow Customer to terminate this Agreement, in whole or in part, immediately upon written notice to Supplier:

- (a) material breach by Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, Supplier fails to remedy such breach within 30 days after receiving written notice requiring it to do so; or
- (b) Supplier is affected by an Insolvency Event.

16.4 Supplier shall have the right to serve on Customer a written notice (**Initial Notice**) referring to this Section 16.4 if Customer has failed to pay undisputed invoiced Charges which have been due and payable for a period in excess of 60 days prior to the date of service by Supplier of the Initial Notice. If the sums referenced in the Initial Notice remain unpaid for a period in excess of 14 days following the receipt by Customer of the Initial Notice then Supplier may serve a further notice, stating Supplier's intention to terminate this Agreement attaching the Initial Notice and specifically referring to this Section 16.4 (**Final Notice**). If Customer fails to pay such undisputed invoiced Charges within 14 days of receipt of the Final Notice Supplier may, unless and until Customer pays such undisputed invoiced Charges detailed in the Initial Notice (or if the parties agree on a different amount, that amount), serve notice amount on Customer to terminate this Agreement with immediate effect. For the avoidance of doubt, any right of Supplier to terminate this Agreement in accordance with this Section 16.4 shall lapse upon payment by Customer of the undisputed invoiced amounts.

16.5 Any termination or expiry of this Agreement, or completion of the Services, shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of this Agreement, or completion of the Services.

## 17 Consequences of Termination

17.1 Upon:

- ) expiration or termination of this Agreement or completion of the Services; or
- ) expiration or termination of the assignment of any Supplier Personnel to any obligations under or pursuant to this Agreement; or
- ) the re-assignment of Supplier Personnel to other tasks or roles; or
- ) Customer's request;

Supplier shall, and shall procure that Supplier Personnel shall:



- ) immediately, or as otherwise advised in writing by Customer, deliver up to Customer, or any third party nominated in writing

by Customer, all property belonging to Customer (including any IT equipment, any access credentials such as cards, keys or electronic fobs to Customer Premises, mobile phones and Confidential Information) which may be in the possession of, or under the control of, Supplier or any Supplier Personnel (or both of them); and

- ) ensure that all access provided by or on behalf of Customer to Customer's systems is fully and properly withdrawn (including changing any passwords or log-ins) from all Supplier Personnel and that email accounts used by Supplier Personnel are immediately terminated. If any property is in electronic form Supplier shall provide Customer with secure and readable copies of the same on magnetic media or, at Customer's option, via email if such information is capable of transmission by e-mail, and shall irretrievably destroy and delete copies so held.

17.2 Within 5 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, but without prejudice to Supplier's obligations under this Agreement, all property of Supplier shall be removed from the relevant Customer site by Supplier or Supplier Personnel and Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property not removed within such 5-day period.

17.3 Unless otherwise instructed by Customer, within 30 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, Supplier will return or destroy all Customer Data (without prejudice to any provisions of the DPA which apply to the return or destruction of Personal Data) and any copies thereof, unless legislation or regulation prevents it doing so, in which case Supplier undertakes that it will no longer use such Customer Data for commercial purposes and will comply with the provisions of Section 13 (Confidentiality) in relation to such retained Customer Data for so long as that Customer Data is retained.

17.4 Upon request by Customer, Supplier shall confirm in writing to Customer that it has complied fully with the provisions of Sections 17.1, 17.2, and 17.3 above.

## 18 Compliance

18.1 Supplier hereby warrants and represents that it:

- (a) shall comply with and continue to comply with all Applicable Laws relating to slavery, servitude, forced labour, trafficking in persons, the worse forms of child labour (including using children for prostitution or hazardous work), forced marriage, bonded labour, debt bondage and other slavery-like practices (together, "**Modern Slavery**");
- (b) shall investigate, assess and address the risk of Modern Slavery in its operations and supply chains, and those of any entity it owns and controls;
- (c) shall not commit an offence under the Modern Slavery Act 2015 or any analogous Applicable Laws relating to Modern Slavery ("**MSA**") that applies in any jurisdiction relevant to the provision by Supplier of the Services and/or Products (a "**MSA Offense**");
- (d) is not aware of any circumstances within its operations or supply chain that could give rise to Modern Slavery or an investigation relating to an alleged MSA Offense or prosecution under the MSA; and
- (e) shall notify Customer immediately in writing if it becomes aware or has reason to believe that it has breached or potentially breached any of Supplier's obligations under this Section 18.1 and/or is subject to an investigation relating to an alleged MSA Offense or prosecution under the MSA. Such notice shall set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations or investigation, including any steps being taken or proposed to be taken in response to the identified instance of Modern Slavery.

18.2 Supplier shall comply with all Applicable Laws relating to anti-bribery and anti-corruption and anti-money laundering that applies in any jurisdiction relevant to the provision by Supplier of the Services and/or Products and shall maintain adequate procedures to ensure compliance with the same.

18.3 Supplier hereby warrants and represents that Supplier is not, none of its Affiliates are, and, to the knowledge of Supplier, no Supplier Personnel are subject to nor doing business with or in any country subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury.



## 19 General

**19.1 Force Majeure:** Neither Supplier nor Customer will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such party, provided the nonperforming party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the nonperforming party through the use of alternative sources, workaround plans, or other means (a **Force Majeure Event**). In the case of a Force Majeure Event, the nonperforming party: (i) shall immediately notify the party to whom performance is due by telephone (to be confirmed in writing within 2 days of the inception of such Force Majeure Event) and describe with a reasonable level of detail the circumstances causing such Force Majeure Event; and (ii) will be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Should a Force Majeure Event remain in place for more than thirty (30) days, the Customer may elect to terminate a Purchase Order or the Agreement upon written notice to the Supplier, and Section 17 shall apply.

**19.2 Audit:** Upon reasonable notice to Supplier, Customer may:

- (a) access any premises used by Supplier to provide the Products and/or Services or from where the Products and/or Services are managed or administered;
- (b) interview any Supplier Personnel; and
- (c) copy any relevant record, in order to audit Supplier's compliance with this Agreement.

**19.3 Amendment and Variation:** No variation to this Agreement shall be valid unless it is in writing, expressly states that it is amending this Agreement, and is signed by each of the parties to it.

**19.4 Assignment and Subcontracting:** Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Customer's prior written consent. It shall be a condition of any consent given by Customer to Supplier to subcontract its obligations under this Agreement that Supplier's subcontractor complies with this Agreement and Applicable Law.

**19.5 Notices:** All notices and consents to be given to a party under this Agreement shall be effective upon receipt (as evidenced by signature of the recipient), shall be in writing, and delivered by hand or by overnight courier, or sent by prepaid registered post, when given to Supplier, to the address set out on the Purchase Order and, when given to Customer, to: Kumaran M, Head of Global Sourcing and Procurement, Aptia Group, Email Id: [kumaran.m@aptia-group.com](mailto:kumaran.m@aptia-group.com), Aptia Group India Private Limited, Unit No. 102, 1st Floor, A-Wing, Kensington, Festus Properties Pvt Ltd – SEZ, Downtown Powai One South Avenue, Powai, Mumbai-400076, India. Or Tower Place East, London, EC3R 5BU, United Kingdom.

**19.6 Cumulative Rights:** Except as expressly stated in this Agreement the rights of each party under this Agreement are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.

**19.7 Further Assurance:** Each party shall, and Supplier shall ensure that Supplier Personnel shall, at the request and cost and expense of the other party, sign all documents and do all other acts, which may be necessary to give full effect to this Agreement.

**19.8 Whole Agreement:** This Agreement (together with all other documents to be entered into pursuant to it) states the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

**19.9 Governing Law and Jurisdiction:** This Agreement and any non- contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the country, and subject to the exclusive jurisdiction of the applicable local courts (as noted below) in which the Services are performed or the Products are delivered without regard to the principles of conflict of laws thereof. However, the phrase "the laws of the country in which the Services are performed or the Products are delivered" is replaced by the following phrases: (1) "the laws of the Republic of India in which the Services are performed or the Products are delivered" when the Services are performed or the Products are delivered in India (subject to the jurisdiction of the courts located in the Mumbai, India) (2) "the laws of the republic of Portugal is applicable therein" if the Services are performed or the Products are delivered in Portugal (3) "the laws of England and Wales" when the



Services are performed or the Products are delivered in the United Kingdom (subject to the jurisdiction of the English courts); (4) "the laws of the State of New York, USA" when the Services are performed or the Products are delivered in the United States of America (subject to the jurisdiction of the courts located in the Borough of Manhattan, New York City, New York). The UN Convention on Contracts for the International Sale of Products shall not apply.

**19.10 Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.