

1 BASIS OF CONTRACT

- 1.1. These Purchase Order Terms and Conditions ("**Terms**") apply to the purchase of goods, services, and/or software ("**Deliverables**") by Deloitte LLP ("**Deloitte**", "**we**", "**us**", "**our**") from the supplier identified on a purchase order ("**Supplier**", "**you**", "**your**"). A purchase order issued by Deloitte and incorporating these Terms is referred to as an "**Order**".
- 1.2. The Order constitutes an offer by Deloitte to purchase Deliverables from you in accordance with these Terms. The contract between the Parties ("**Contract**") comes into existence when you accept the Order, which occurs when you (i) acknowledge acceptance in writing, or (ii) commence performance of the Order, whichever is earlier.
- 1.3. By providing the Deliverables detailed in the Order, Supplier agrees to be bound by the Terms.
- 1.4. In the event of any conflict between the Special Terms in an Order and these Terms, these Terms shall prevail to the extent required to resolve the conflict, unless the Special Terms section of the Order expressly identifies the specific Clause of these Terms being amended.
- 1.5. Save as set out below, no other terms relating to this transaction, including without limitation, any terms and conditions in any invoice, quote, proposal, or other Supplier document shall be valid and enforceable unless: (i) it is specifically identified in writing in the Special Terms section of the Order as a variation to these Terms; and (ii) the Order expressly references the Clause of the Terms which is being amended. Any amendment to these Terms agreed in the Order in accordance with this clause shall be deemed to apply only to that specific Order.
- 1.6. Other Deloitte member firms and group entities may also benefit from and enforce this Contract as if they were Deloitte.
- 1.7. Deloitte reserves the right to update these Terms from time to time by publishing a new version. The version published at the date of the Order will apply to that Order.

2. SUPPLY OF DELIVERABLES

- 2.1. You will supply the Deliverables set out in the Order: (i) with all due skill, care and diligence; (ii) in accordance with these Terms, all specifications, requirements and descriptions set out in the Order; (iii) in accordance with all applicable laws; (iv) in accordance with Good Industry Practice; and (v) to Deloitte's reasonable satisfaction.
- 2.2. In performing your obligations under the Contract, you shall perform the Services specified in the Order so as to meet or exceed the Service Levels.
- 2.3. You warrant, represent and undertake to Deloitte that you shall obtain and maintain at your own expense, throughout the term of this Contract all necessary licences, authorisations and approvals necessary for the provision of the Deliverables.
- 2.4. Where the Order includes goods all right, title and interest in the goods shall pass to Deloitte upon completion of delivery to the address specified in the Order. Risk in the goods shall remain with you until delivery is completed to the address specified in the Order. Until the moment of delivery, you shall, at your sole cost and expense, maintain insurance against all risks of loss or damage to the goods to their full replacement value.
- 2.5. You warrant that all Deliverables will be free from defects in design, manufacture, materials and workmanship and will conform with all specifications and requirements and will be delivered in accordance with any timetables agreed between the Parties. This warranty applies in respect of any defect or non-conformance which manifests within 12 months of delivery or acceptance (whichever is later) (the "**Warranty Period**").
- 2.6. Deloitte will notify you in writing if any Deliverables do not conform to the Contract during the Warranty Period. You will, at Deloitte's direction, within a reasonable timescale and free of charge: (i) remedy or re-perform any non-conforming services; (ii) repair or replace any non-conforming goods; or (iii) if

remedy is not possible or is not effected promptly, Deloitte may reject the Deliverables and/or terminate the Contract in accordance with Clause 9, and you will promptly repay all sums paid by Deloitte in respect of those Deliverables.

- 2.7. All Deliverables will be subject to inspection and review by Deloitte during the 30 day period following delivery ("**Inspection Period**"). Deloitte's failure to notify you of any non-conformance within the Inspection Period shall not constitute acceptance of those Deliverables or a waiver of any of Deloitte's rights in respect of them. Payment by Deloitte shall constitute neither acceptance of any Deliverable nor a waiver of any right Deloitte may have in connection with them.
 - 2.8. Where the Deliverables include Software or works, you additionally warrant that: (i) the software or works will not contain any viruses or other malicious code (including any device used to disable the Software); and (ii) the Deliverables shall not include any Open Source Software components unless expressly agreed in writing in the Special Terms section of the Order. Where Deloitte provides prior written consent to the inclusion of Open-Source Software, you will disclose to Deloitte in writing all such components incorporated in the Deliverables, together with the applicable licence(s) under which each component is made available.
 - 2.9. You warrant, represent and undertake to Deloitte that: (i) you are duly constituted, organised and validly existing under the laws of the country of your incorporation or establishment; and (ii) you have the legal right and full power and authority to execute and deliver, and to exercise your rights and perform your obligations under this Contract. You will fully and effectively indemnify Deloitte against any losses, damages, costs and expenses arising from any breach of the warranties given by you in this Clause 2.9.
 - 2.10. Nothing in this Contract shall render you or any of your Staff an employee, worker, agent or partner of any member of the Deloitte Group and you shall ensure that your Staff do not hold themselves out as such. You shall indemnify any member of the Deloitte Group against any liability, assessment or claim for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any of your Staff against any member of the Deloitte Group arising out of or in connection with the provision of the Deliverables.
3. SUPPLIER OBLIGATIONS AND COMPLIANCE
- 3.1. You and your Staff will: (i) comply with all applicable laws, statutes, regulations, industry codes, industry standards and guidance in connection with the performance of this Contract; (ii) not act or omit to act in a manner that causes Deloitte or any Deloitte group entity or their clients to breach any applicable law; (iii) comply with the requirements of the Bribery Act 2010, the Criminal Finances Act 2017 and the Modern Slavery Act 2015 (each as amended and superseded from time to time) and have in place adequate procedures to prevent bribery, facilitation of tax evasion and modern slavery; (iv) observe all health and safety requirements and any security requirements applicable at any Deloitte premises; and (v) maintain throughout the term of this Contract: (a) public and product liability insurance and employers' liability insurance, each with a limit of indemnity of not less than £5,000,000 (five million pounds sterling) per claim; and (b) professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (two million pounds sterling) per claim, such professional indemnity policy to remain in force for the duration of this Contract and for three (3) years thereafter; and (c) any other insurance required by law. On Deloitte's request, you shall promptly provide evidence that all such policies are in effect and all premiums paid in full.
 - 3.2. You shall notify Deloitte immediately in writing if you become aware or have reason to believe that you, or any of your Staff, have breached or may breach any obligation under clause 3.1. Such notification shall set out full details of the relevant circumstances.
 - 3.3. You shall comply with the Policies as contained in Schedule 1.
 - 3.4. On Deloitte's written request, you will promptly provide information and documentation demonstrating your compliance with this Contract, including in relation to modern slavery, human trafficking,

environmental and sustainability matters, and any relevant third-party audit reports. All responses must be complete and accurate.

- 3.5. You shall not engage any subcontractor in connection with this Contract without Deloitte's prior written consent. You remain responsible for the acts and omissions of any approved subcontractor as if they were your own.
- 3.6. In connection with this Contract, you shall comply with your obligations under Clause 3.1(iii) in respect of anti-bribery, anti-corruption, facilitation of tax evasion and modern slavery. You will fully and effectively indemnify and hold harmless Deloitte and any Deloitte group entity from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal costs) and any losses, fines and expenses imposed by a Regulator, governmental body or professional body, arising out of or in connection with any breach by you, your Staff or any approved subcontractor of any obligation under the Bribery Act 2010, the Criminal Finances Act 2017, the Modern Slavery Act 2015 or any other applicable anti-bribery, anti-corruption, anti-money laundering or modern slavery law. You shall disclose immediately all knowledge or suspicion of breaches or attempts to breach this Clause 3.6. This indemnity is not subject to the liability cap at Clause 7.1.
- 3.7. You shall be responsible for screening all of your Staff, at your own cost, to meet the following background checks as a minimum prior to their commencement of any work under this Contract:
 - 3.7.1. right to work;
 - 3.7.2. identity verification;
 - 3.7.3. current address confirmation;
 - 3.7.4. basic criminal record check (where permitted under local jurisdiction); and
 - 3.7.5. three-year activity / reference checks.
- 3.8. Where your Staff require access to the Deloitte Group's working floors, Technology, and/or Deloitte Information, in addition to the checks at Clause 3.7, you shall, at your own cost and prior to such access being granted and at such other times as requested by Deloitte, screen such Staff to meet the following additional background checks:
 - 3.8.1. financial probity check;
 - 3.8.2. World Check (an international sanctions check);
 - 3.8.3. Cifas Fraud Database check;
 - 3.8.4. Solicitor Regulation Authority (SRA) database check, where relevant for the role; and
 - 3.8.5. professional qualifications, where relevant for the role.
- 3.9. You shall ensure that: (i) access to Deloitte's working floors, Technology, and/or Deloitte Information will only take place to the extent strictly necessary for the proper performance of your obligations under this Contract; and (ii) all Staff have read and understood the Policies in place at the time of such access.
- 3.10. All checks listed in Clauses 3.7 and 3.8 must be completed by you no more than 90 days prior to the date on which such Staff first commence provision of the Deliverables under this Contract. You shall provide the necessary evidence (including supporting documents), on request, that the checks in Clauses 3.7 and 3.8 have been successfully completed. Any adverse findings shall be promptly notified to Deloitte, including any change in circumstances which occur during the term of this Contract. Where you are unable to complete the appropriate checks requested by Deloitte or there are commercial grounds for Deloitte itself to complete such checks, Deloitte may do so at your cost subject to prior consultation with you.
- 3.11. Your Staff's right of access to the Deloitte Group's working floors, Technology, or Deloitte Information shall terminate upon termination or expiry of this Contract, unless otherwise agreed in writing between the Parties.
- 3.12. Where Deloitte has identified remediation actions as part of its third party risk management ("TPRM") process, you shall complete such actions within the timeframe notified to you by Deloitte and shall co-operate with Deloitte regarding such completion. Compliance with this Clause 3.12 is a condition of this Contract. Upon request, you shall promptly complete and return to Deloitte a Risk Management

Questionnaire, including a list of your own suppliers who are critical to the provision of the Deliverables to Deloitte.

4. INTELLECTUAL PROPERTY

- 4.1. All intellectual property rights ("**IPR**") in any materials, works or outputs created specifically for Deloitte in the performance of this Contract ("**Foreground IP**") shall vest in Deloitte on creation, and you hereby assign to Deloitte (by way of present and future assignment of copyright and all other IPR) all such Foreground IP. You will execute any documents and take any steps required to perfect such assignment. You irrevocably and unconditionally waive, and shall procure that your Staff and any third-party creators waive, all moral rights in the Foreground IP to the fullest extent permitted by law.
- 4.2. You grant Deloitte an unlimited, worldwide, royalty-free, transferable, sublicensable, irrevocable and perpetual licence to use, adapt and distribute any of your pre-existing intellectual property ("**Background IP**") to the extent incorporated in or necessary for Deloitte's use of the Deliverables. All Background IP shall remain your sole property and nothing in this Contract shall operate to assign it to Deloitte.
- 4.3. You warrant that the Deliverables, and Deloitte's use of them, will not infringe any third party's intellectual property rights. You shall indemnify Deloitte against all losses, costs (including legal costs), claims, damages and expenses arising from any third-party claim that the Deliverables infringe any third-party intellectual property rights. If any such claim is made or is likely to be made, you shall at your expense and at Deloitte's option: (i) procure for Deloitte the right to continue using the Deliverables; (ii) modify the Deliverables so that they cease to be infringing; or (iii) replace them with a non-infringing equivalent of equivalent capability. This indemnity is not subject to the liability cap at Clause 7.1.
- 4.4. All Deloitte's Background IPR and all Intellectual Property Rights in the Technology and the Deloitte Information, including any adaptations of the Technology and Deloitte Information or any other data which is derived from Deloitte Information, shall at all times remain the sole property of Deloitte, and Deloitte shall own all Intellectual Property Rights subsisting in any and all adaptations of, modifications and enhancements to and works derived from such materials or Background IPR or other Intellectual Property Rights.
- 4.5. Deloitte grants you a non-transferable, revocable licence to use the Technology and Deloitte Information solely for, and only to the extent necessary for, the provision of the Deliverables. Accordingly, all such rights granted under this Clause 4.5 shall cease immediately whereupon the Deliverables are not provided by you.

5. CONFIDENTIALITY

- 5.1. Each Party undertakes that it shall keep confidential the Confidential Information of the other Party (and their Groups) received or obtained in connection with this Contract and shall not directly or indirectly disclose such Confidential Information to any other person or company except as provided in this Contract, and shall not itself make any use of such Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

Exceptions

- 5.2. Subject to Clause 6 (Data Protection and Information Security), the provisions of Clause 5.1 shall not prohibit disclosure of Confidential Information if and to the extent the receiving Party:

- 5.2.1. discloses the Confidential Information to such of its affiliates and its affiliates' employees, legal advisors, auditors, consultants, professional advisers and contractors who need to know the information in connection with the exercise of that Party's rights or performance of its obligations under this Contract provided such persons are under similar obligations of confidentiality as contained in these Terms and the receiving Party shall be liable for the actions or omissions of such persons as if they were the actions or omissions of the receiving Party;

- 5.2.2. can show the Confidential Information is or becomes publicly available through no fault of the receiving Party (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- 5.2.3. can show the Confidential Information was in its possession prior to the date of disclosure by the disclosing Party and was not held under any obligation of confidence to the disclosing Party whether directly or indirectly;
- 5.2.4. subsequently receives the Confidential Information from any third-party legally in possession of the Confidential Information and who was not restricted from disclosing it;
- 5.2.5. is subsequently authorised to use or disclose the Confidential Information in any subsequent written agreement between the Parties;
- 5.2.6. can show the Confidential Information is independently acquired by the receiving Party as a result of work carried out by an employee, consultant or contractor of the receiving Party to whom no disclosure of the disclosing Party's Confidential Information has been made;
- 5.2.7. is required to disclose the Confidential Information by applicable law or regulation or for the purpose of any judicial proceedings or the disclosure is made to a relevant tax authority in relation to the tax affairs of the disclosing Party; or
- 5.2.8. is required to disclose the Confidential Information by the rules of any relevant stock exchange or any other competent regulatory authority,

provided that if any part of the Confidential Information falls within any one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the restrictions in Clause 5.1.

- 5.3. Without limiting its obligations under this Clause 5, you shall not use the Confidential Information directly or indirectly to procure any commercial advantage.
- 5.4. You agree that Deloitte may disclose this Contract and related Supplier information to Deloitte affiliates and third-party service providers who are obligated to maintain the confidentiality of the foregoing. Your obligations under this Clause 5 shall continue in full force and effect during the term of this Contract and for a period of five (5) years following termination or expiry of this Contract for any reason.

6. DATA PROTECTION AND INFORMATION SECURITY

- 6.1. In performing this Contract, each Party shall comply with all applicable data protection laws, including the UK GDPR and the Data Protection Act 2018 ("**Data Protection Laws**"). The terms "personal data", "controller", "processor", "processing" and "data subject" have the meanings given to them in Data Protection Laws.
- 6.2. Where you process personal data on behalf of Deloitte as a processor, you shall:
 - i. only process personal data on Deloitte's documented instructions, provided that you shall immediately notify Deloitte if, in your opinion, any such instruction infringes Data Protection Laws or any other applicable law;
 - ii. implement and maintain appropriate technical and organisational security measures to protect the personal data against accidental or unlawful destruction, loss, alteration, disclosure, or access;
 - iii. maintain records of your processing activities in respect of Deloitte's personal data and make them available to Deloitte on request;
 - iv. not engage any sub-processor without Deloitte's prior written consent and ensure any sub-processor is bound by equivalent obligations; you shall remain fully liable to Deloitte for the acts and omissions of any sub-processor as if they were your own;
 - v. assist Deloitte in complying with data subjects' rights, data protection impact assessments, and other obligations under Data Protection Laws, and notify Deloitte in writing within 48

- hours of receiving any request, complaint or communication from a data subject or competent authority relating to the processing of personal data;
- vi. not transfer personal data outside the UK or EEA without Deloitte's prior written consent and the implementation of appropriate safeguards; and
 - vii. on termination of this Contract, at Deloitte's direction, delete or return all personal data and delete existing copies unless retention is required by law, and provide Deloitte with written confirmation of such deletion.
- 6.3. Where each Party independently determines the purposes and means of processing personal data under this Contract, they shall each act as independent controllers and shall each comply with Data Protection Laws accordingly.
- 6.4. You shall notify Deloitte immediately (and in any event within 24 hours) after becoming aware of any actual or suspected breach of security involving Deloitte's personal data or other data ("**Security Incident**"). You shall: (i) take immediate steps to contain and investigate the Security Incident; (ii) provide Deloitte with all information and assistance it reasonably requires in connection with the Security Incident; and (iii) not make any notification to any regulator or third-party in relation to the Security Incident without Deloitte's prior written consent, unless required to do so by law.
- 6.5. You shall maintain and comply with information security policies and procedures consistent with recognised industry standards (including ISO/IEC 27001 where applicable) and shall provide Deloitte with relevant security audit reports on request.
- 6.6. You shall indemnify Deloitte against all liabilities, costs, expenses, damages and losses (including legal costs) suffered or incurred by Deloitte arising out of or in connection with any failure by you, your Staff or any sub-processor to comply with your obligations under this Clause 6.
- 6.7. Any breach of this Clause 6 shall be deemed a material breach and shall entitle Deloitte to terminate immediately on written notice.

7. LIABILITY

- 7.1. Subject to Clauses 7.2, 7.3 and 7.4 your total liability to Deloitte, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract, shall be limited to the greater of: (i) £2,000,000 (two million pounds sterling); and (ii) an amount equal to 200% (two hundred per cent) of the Charges paid and payable by Deloitte under this Contract. Deloitte's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract, shall be limited to an amount equal to 100% (one hundred per cent) of the Charges paid and payable by Deloitte under this Contract.
- 7.2. Neither Party shall be liable to the other for any indirect or consequential loss arising under or in connection with this Contract, whether or not that Party has been informed of or made aware that there was a serious possibility of such loss. This Clause 7.2 shall not apply to your liability under 4.3 (IP indemnity), 5 (confidentiality), 6 (data protection) 8.8 (Tax) or 3.6 (anti-financial crime indemnity).
- 7.3. Nothing in these Terms shall limit either Party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its Personnel, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter that cannot be limited or excluded by law.
- 7.4. The liability cap in Clause 7.1 shall not apply to: (i) your obligation to reimburse and indemnify Deloitte under Clause 4.3 (IP infringement); (ii) your liability for breach of Clause 5 (Confidentiality); (iii) your liability for breach of Clause 6 (Data Protection and Information Security); (iv) your liability under Clause 3.1 and Clause 3.6 in respect of fraud, bribery or criminal conduct; or (v) your liability under Clause 8.8 (Tax).

8. PAYMENT

- 8.1. Deloitte will pay correctly submitted invoices within 30 days of receipt, provided the invoice: (i) is addressed to the Deloitte entity specified in the Order; (ii) references the Order number; (iii) is submitted to the invoicing address or system specified in the Order; and (iv) reflects Deliverables that have been properly delivered and accepted by Deloitte.

- 8.2. All prices are as set out in the Order and are exclusive of VAT (or equivalent applicable tax), which shall be charged at the applicable rate on production of a valid VAT invoice.
- 8.3. Deloitte may set off against any amounts due to you any amounts owed by you to Deloitte or any Deloitte group entity.
- 8.4. Deloitte may withhold payment of any disputed amounts without interest accruing pending resolution of the dispute.
- 8.5. Time of payment is not of the essence. You must not suspend performance of the Contract as a result of any disputed invoice.
- 8.6. All Charges must be invoiced within six (6) months of the date on which you are first entitled to invoice such sums. Deloitte shall not be obliged to pay any Charges invoiced after this period, and you shall be deemed to have waived your right to payment for any such amounts.
- 8.7. If Deloitte fails to pay any undisputed invoice by the due date, Deloitte shall pay interest on the overdue amount at a rate of 2% per annum above the base lending rate of Bank of England from time to time, accruing on a daily basis from the due date until the date of actual payment.
- 8.8. Tax
- 8.8.1. You shall account to the appropriate authorities for income tax, VAT, National Insurance contributions and all other taxes, liabilities, charges and duties arising out of the provision of the Deliverables.
- 8.8.2. You shall indemnify Deloitte and each member of the Deloitte Group against:
- a) any tax liability (whether under PAYE or otherwise), National Insurance contributions (including any related interest, penalties, expenses, charges or costs), or any other taxes which may at any time be levied, demanded or assessed on Deloitte or any member of its Group by HM Revenue and Customs or other statutory authority for which Deloitte or any member of its Group may otherwise be or become liable in relation to you or any of your Staff; and
 - b) any legal fees or other costs incurred by Deloitte or any member of the Deloitte Group in enforcing its rights under this Clause 8.8.
- 8.8.3. This indemnity shall not be subject to the liability cap at Clause 7.1 and shall survive termination or expiry of this Contract.

9. TERMINATION

- 9.1. Deloitte may terminate this Contract immediately by written notice to you if: (i) you commit a material breach of this Contract and (where the breach is capable of remedy) you fail to remedy it within 30 days of written notice; (ii) you become insolvent, are unable to pay your debts as they fall due, have a receiver, administrator, or liquidator appointed, enter into a voluntary arrangement with creditors, or suffer any analogous event; (iii) performance of this Contract would, in Deloitte's reasonable opinion, breach any legal, regulatory, or professional independence requirement applicable to Deloitte; or (iv) there is a material change in the ownership or control of your organisation. Any breach by you of Clauses 3.1, 3.6, 5, or 6 is deemed a material breach not capable of remedy.
- 9.2. Deloitte may terminate this Contract at any time for convenience by providing you with at least 30 days' written notice, without further liability to you beyond payment for Deliverables properly provided and accepted prior to the date of termination.
- 9.3. On termination or expiry of this Contract for any reason: (i) you will immediately cease performance and deliver to Deloitte all work in progress, Deliverables, and Deloitte's Confidential Information and data; (ii) Deloitte will pay you for Deliverables properly provided and accepted prior to the date of termination, subject to any right of set-off; (iii) you will promptly repay to Deloitte any sums paid in

advance for Deliverables not yet delivered; and (iv) both Parties' accrued rights and any provisions that by their nature are intended to survive will continue in force.

- 9.4. You shall take all steps necessary to ensure that you organise yourself and your Staff such that they will not be "assigned" to any organised grouping providing the Deliverables in accordance with this Contract for the purpose of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") and will not therefore, as a matter of law, have their employment transferred to any member of the Deloitte Group or any incoming supplier on the termination of the whole or part of this Contract under TUPE. Notwithstanding this, in the event that any of your Staff is held to automatically transfer to any member of the Deloitte Group or any incoming supplier on the termination of the whole or part of this Contract under TUPE (the "Relevant Transfer"), you shall indemnify the Deloitte Group against all direct, indirect or consequential liability, damages, costs, loss, injury and expenses (including legal and other professional fees and expenses) which it may incur or sustain, and all actions, proceedings, claims and demands which may be awarded against or incurred or paid by any member of the Deloitte Group as a result of or in connection with the Relevant Transfer. This indemnity shall survive termination or expiry of this Contract.

10. FORCE MAJEURE

- 10.1. You shall not be liable to Deloitte for any failure or delay in performing your obligations under this Contract to the extent that, and for so long as, such failure or delay is caused by a Force Majeure Event, provided that you comply with the requirements of this Clause 10. For the avoidance of doubt, this Clause 10 does not apply to Deloitte's obligations under this Contract, including Deloitte's obligation to pay any sums properly due and payable to you.
- 10.2. You shall not be entitled to rely on this Clause 10 unless: (i) you give written notice to Deloitte as soon as reasonably practicable after the Force Majeure Event begins, identifying the Force Majeure Event, the date from which it has prevented performance, the specific obligations affected, and your best estimate of when performance can resume; (ii) you can demonstrate that you have maintained and implemented adequate business continuity and disaster recovery plans in respect of the relevant event and have exhausted all reasonable alternative means of performing your obligations prior to claiming relief under this Clause 10; and (iii) you at all times continue to use all reasonable endeavours to mitigate the consequences of the Force Majeure Event and to resume full performance as soon as possible.
- 10.3. Relief under this Clause 10 shall last only for the duration of the Force Majeure Event. As soon as the Force Majeure Event ends you shall immediately resume full performance of your obligations.
- 10.4. If you are excused under this Clause 10 from the performance of any material obligation under this Contract for a continuous period of thirty (30) days, Deloitte may terminate this Contract immediately on written notice without penalty or further liability to you, beyond payment for Deliverables properly provided and accepted prior to the date of termination.

11. AUDIT

- 11.1. You shall permit Deloitte or its authorised representative ("Auditor") to audit you and any approved subcontractor from time to time to verify your compliance with this Contract, including (without limitation) your compliance with Clause 5 (Confidentiality), Clause 6 (Data Protection and Information Security), the accuracy of Charges invoiced, performance against Service Levels, and your obligations under Clause 3 (Supplier Obligations and Compliance).
- 11.2. You shall provide all reasonable assistance to the Auditor, including access to your premises, records, systems, and personnel, and shall permit the Auditor to inspect, verify, and take copies of relevant records and documentation.
- 11.3. Subject to Clause 11.4, Deloitte shall provide written notice of an audit at least five (5) Business Days in advance. Audits will be conducted during normal business hours and with reasonable regard for disruption to your operations.

- 11.4. If a Security Incident has occurred, or Deloitte reasonably believes you are in breach of this Contract, no advance notice of an audit is required.
- 11.5. Each Party shall bear its own costs of any audit, except where the audit reveals that you have acted in breach of this Contract, in which case you shall bear all reasonable costs of the audit.
- 11.6. If an audit reveals material errors or breaches, Deloitte may serve written notice requiring remedy within thirty (30) days. If you fail to remedy to Deloitte's reasonable satisfaction within that period, Deloitte may terminate this Contract immediately in accordance with Clause 9.

12. ARTIFICIAL INTELLIGENCE

- 12.1. In these provisions, the following words and phrases have the following meanings:

“GenAI” means any artificial intelligence (or “AI”) functionality;

“GenAI Product” means any product or service which uses or incorporates GenAI;

“Input Data” means all data that Deloitte provides, stores, transmits or otherwise processes in connection with the use of any GenAI Product, as well as any information that is read, processed, retrieved, obtained, collected or otherwise derived from such data, including (but not limited to) all prompt data;

Output Data” means all data that are generated through the use of any Input Data;

“Supplier AI Tool” means any GenAI Product developed, owned, licensed, or created by the Supplier by utilizing third-party resources at different levels for developing such AI tools, including but not limited to third-party LLM modules.

- 12.2. Deloitte Information is deemed to include all Deloitte data inputted or generated by the use of any GenAI Product, including all Input Data and all Output Data, and (for the avoidance of doubt) Deloitte owns all such Deloitte Information.
- 12.3. The Supplier shall not process Deloitte Information through the use of any GenAI Product without the prior written consent of Deloitte. Where such consent is provided Deloitte Information shall only be used to provide the Deliverables to Deloitte, and for no other purpose unless otherwise agreed under this Contract. In particular, save as set out in these provisions, the Supplier shall not use or otherwise process Deloitte Information for the purpose of developing, improving, training or fine-tuning any GenAI Product used by the Supplier.
- 12.4. Without prejudice to the generality of these Artificial Intelligence provisions, the Parties agree that the Supplier may process Deloitte Information through a Supplier AI Tool solely for the Supplier’s internal service improvement and analytical purposes, but only if all Deloitte Information is fully anonymised and aggregated in a manner that is not technically capable of being de-anonymised or de-aggregated.
- 12.5. Any use or processing of Deloitte Information by the Supplier through the use of any GenAI Product (including any Supplier AI Tool) shall be subject to the same protections and restrictions set out elsewhere in the Contract, including (but not limited to) those relating to information security, confidentiality, data privacy and compliance with laws.
- 12.6. Where Deloitte uses any GenAI Product provided by the Supplier, the Parties agree that Deloitte may make use of such GenAI Product for its own business purposes. If Deloitte does so, Deloitte’s liability to the Supplier or any Affiliate or subcontractor of the Supplier in relation to Deloitte’s use of any GenAI Product provided by the Supplier shall under no circumstances exceed Deloitte’s maximum liability to the Supplier as set out elsewhere in this Contract.

13. GENERAL

Changes

13.1. No variation to this Contract shall be effective unless agreed in writing by both Parties (which may include an amended Order issued by Deloitte).

Entire agreement

13.2. This Contract (comprising these Terms and the Order) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior representations, negotiations, or agreements. Each Party acknowledges it has not relied on any representation or warranty not set out in this Contract.

Independent contractor

13.3. You are acting as an independent contractor and nothing in this Contract shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the Parties.

Waiver

13.4. No failure or delay by a Party to exercise any right or remedy under this Contract shall constitute a waiver of that right or remedy, nor prevent or restrict its further exercise.

Severance

13.5. If any provision of this Contract is found to be invalid, illegal, or unenforceable, it shall be deemed deleted and the remaining provisions shall continue in full force.

Publicity

13.6. You shall not publicise your relationship with Deloitte or use Deloitte's name, brand, or trademarks in any communications, marketing materials, or other publications without Deloitte's prior written consent.

Rights of third parties

13.7. Except as set out in clause 1.6, a person who is not a Party to this Contract has no right to enforce any of its terms.

Assignment

13.8. You shall not assign, novate, sub-contract or otherwise transfer any of your rights or obligations under this Contract without Deloitte's prior written consent. Deloitte may assign, novate or otherwise transfer any or all of its rights and obligations under this Contract to any Deloitte group entity or DTTL Member Firm, or in connection with any reorganisation, merger, sale or disposal, without your consent.

Survival

13.9. Clauses 2.10, 3.6, 4, 5, 6, 7, 8.8, 9.3, 9.4, 10 and 11 shall survive termination or expiry of this Contract.

Governing law and jurisdiction

13.10. This Contract and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13.11. Before commencing formal legal proceedings, the Parties shall attempt to resolve any dispute as follows: (i) the dispute shall first be referred to the relevant representatives of each Party, who shall meet

and endeavour to resolve it within five (5) Business Days of referral; (ii) if unresolved, the dispute shall be referred to a senior representative of each Party, who shall meet and endeavour to resolve it within ten (10) Business Days; and (iii) if still unresolved, either Party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure. Nothing in this Clause shall prevent either Party from seeking urgent injunctive or other interim relief from a court at any time.

14. DEFINITIONS

In this Contract, the following words have the following meanings:

"Background IP" means any intellectual property rights owned by or licensed to you prior to, or developed by you independently of, this Contract.

"Business Days" means any day other than a Saturday, Sunday or a public holiday in England.

"Charges" means the charges as set out in the Order.

"Confidential Information" means all confidential information relating to this Contract and all material and information of a proprietary nature (irrespective of the form of presentation or communication) that a Party directly or indirectly discloses or makes available, which may include but is not limited to:

- i. electronic information, specifications, technical information, know-how and procedures;
- ii. confidential financial and strategic information including the terms and existence of this Contract, future marketing plans, business plans, business requirements and business projections;
- iii. in the case of Deloitte, all Deloitte Information and information concerning the business, finances, dealings, transactions or affairs of Deloitte, any Deloitte group entity, and their respective clients; and
- iv. any other information that is identified as being of a confidential nature or which the Parties would reasonably expect to be kept confidential.

"Contract" means these Terms together with the Order and any documents expressly incorporated by reference in the Order.

"Data Protection Laws" means applicable data protection legislation including (without limitation) the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, as amended or replaced from time to time.

"Deloitte" means Deloitte LLP, a limited liability partnership registered in England and Wales (registered number OC303675) and, where the context permits, includes any Deloitte group entity or member firm that has issued or benefits from an Order.

"Deloitte Group" means Deloitte and any member of its Group.

"Deloitte Information" means data, documents, records and information relating to, or connected with Deloitte and its affiliates' business whether created before or after the date of this Contract and whether created as part of, or in connection with, the Services, or provided by or on behalf of Deloitte to the Supplier or otherwise received by Supplier in connection with this Contract, including Personal Data;

"Deliverables" means the goods and/or services (and any outputs thereof) to be provided by you under an Order.

"Force Majeure Event" means any circumstances beyond your reasonable control that prevent or delay your performance of your obligations under this Contract, including any act of God, pandemic, epidemic, act of war, civil or public disorder, or industrial action not involving your own employees or those of your approved subcontractors, but excluding any failure caused by: (i) your failure to maintain adequate business continuity or disaster recovery arrangements; (ii) financial difficulty or insolvency; (iii) any act or omission of any subcontractor or third party (unless itself caused by a Force Majeure Event); or (iv) any foreseeable circumstances that you could have taken reasonable steps to avoid or mitigate.

"Foreground IP" has the meaning given in clause 4.1.

"Group" and collectively "Groups" means in respect of a Party (i) any holding company of that Party, and (ii) any body corporate of any such holding company and/or the Party that is a group undertaking of any such holding company and/or the Party from time to time, the terms "holding company", "body corporate" and "group undertaking" having the meanings given to them in the Companies Act 2006;

"Incident" or "Security Incident" means any actual or suspected accidental, unlawful, or unauthorised destruction, loss, alteration, disclosure of, or access to any Deloitte data (including personal data) or to any systems where such data is held.

"IPR" means all intellectual property rights including (without limitation) copyright, database rights, patents, trade marks, design rights, know-how, and all analogous rights, whether registered or unregistered, anywhere in the world.

"Good Industry Practice" means, in relation to any particular circumstances, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the Services under the same or similar circumstances.

"Order" means a purchase order issued by Deloitte incorporating these Terms.

"Party" means either Deloitte or the Supplier (as the context requires), and "Parties" means both of them collectively.

"Personnel" means in respect of either Party any of its employees, personnel, agents, subcontractors, or contractors, and in respect of the Supplier shall include the key supplier personnel as named in the Terms (if any).

"Policies" means the contents of the Deloitte Third Party Policy Statement as set out in Schedule 1.

"Service Levels" means the service levels as may be specified in the Order.

"Services" means the services (if any) described in the Order.

"Staff" means your employees, officers, directors, partners, contractors, and those of any approved subcontractor, who are involved in the provision of the Deliverables.

"Software" means any software, code or application provided by you under an Order, including any updates or upgrades to it.

"Special Terms" means those terms specified as such in the Order.

"Supplier", "you", "your" means the entity identified as the supplier on the Order.

"Technology" means any information technology or communication system, network, service or solution software, application, servers, devices, hardware, or platforms made available by or on behalf of Deloitte or its third-party providers to Supplier in relation to the Services, as notified to Supplier by Deloitte (including via notices included in the Technology) from time to time.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended or replaced from time to time.

"UK GDPR" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"we", "us", "our" means Deloitte as described above.

Schedule 1

Policies



Deloitte Third Party
Policy Statement_v2.0