

Privacy Policy

1. Scope

All information and data processing of personal data by SBFM is within the scope of this procedure.

2. Responsibilities

2.1 The Data Protection Officer / GDPR Owner is responsible for ensuring that the privacy notice(s) is correct and that mechanisms exist such as having the Privacy Notice(s) accessible to make all data subjects aware of the contents of this notice prior to SBFM's collection of their data.

2.2 All staff that need to collect personal data are required to follow this procedure.

3. Procedure Article 12

3.1 SBFM identifies the legal basis for processing personal data before any processing operations take place by clearly establishing, defining and documenting:

3.1.1 the specific purpose of processing the personal data and the legal basis to process the data under:

3.1.1.1 consent obtained from the data subject;

3.1.1.2 performance of a contract where the data subject is a party;

3.1.1.3 legal obligation that SBFM is required to meet;

3.1.1.4 protect the vital interests of the data subject, including the protection of rights and freedoms;

3.1.1.5 official authority of SBFM to carry out the processing that is in the public interest;

3.1.1.6 necessary for the legitimate interests of the data controller or third party, unless the processing is overridden by the vital interests, including rights and freedoms;

3.1.1.7 national law.

3.1.2 any special categories of personal data processed and the legal basis to process the data under:

3.1.2.1 explicit consent obtained from the data subject;

3.1.2.2 necessary for employment rights or obligations;

3.1.2.3 protect the vital interests of the data subject, including the protection of rights and freedoms;

3.1.2.4 necessary for the legitimate activities with appropriate safeguards;

3.1.2.5 personal data made public by the data subject;

3.1.2.6 legal claims;

3.1.2.7 substantial public interest;

3.2 SBFM records this information in line with its data protection impact assessment and data inventory.

4. Privacy notices

4.1 When personal data collected from data subject with consent

4.1.1 SBFM is transparent in its processing of personal data and provides the data subject with the following:

4.1.1.1 SBFM identity, and contact details of the Data Protection Officer / GDPR Owner and any data protection representatives;

4.1.1.2 The purpose(s), including legal basis, for the intended processing of personal data (clause 4.2 below);

4.1.1.3 Where relevant, SBFM's legitimate interests that provide the legal basis for the processing;

4.1.1.4 Potential recipients of personal data;

4.1.1.5 Any information regarding the intention to disclose personal data to third parties and whether it is transferred outside the EU. In such circumstances, SBFM will provide information on the safeguards in place and how the data subject can also obtain a copy of these safeguards;

4.1.1.6 Any information on website technologies used to collect personal data about the data subject;

4.1.1.7 Any other information required to demonstrate that the processing is fair and transparent.

4.1.2 All information provided to the data subject is in an easily accessible format, using clear and plain language, especially for personal data addressed to a child.

4.1.3 SBFM facilitates the data subject's rights in line with the data protection policy and the subject access request procedure.

4.1.4 Privacy notice for this personal data processing is recorded

4.2 When data is contractually required for processing

4.2.1 SBFM processes data without consent in order to fulfil contractual obligations such as staff personal details to process salaries etc.

4.2.2 Privacy notice for this personal data processing is recorded on SBFM website

4.3 When personal data has been obtained from a source other than the data subject

4.3. SBFM makes clear the types of information collected as well as the source of the personal data (publicly accessible sources) and provides the data subject with:

4.3.1.1 SBFM (data controller) identity, and contact details of the Data Protection Officer / GDPR Owner and any data protection representatives;

4.3.1.2 The purpose(s), including legal basis, for the intended processing of personal data;

4.3.1.3 Categories of personal data;

4.3.1.4 Potential recipients of personal data;

4.3.1.5 Any information regarding disclosing personal data to third parties and whether it is transferred outside the EU – SBFM will provide information on the safeguards in place and how the data subject can also obtain a copy of these safeguards;

4.3.1.6 Any other information required to demonstrate that the processing is fair and transparent.

4.3.2 Privacy notice for this personal data processing is recorded

5.5.1 SBFM provides the information stated in clauses 3 and 4 above within:

5.1.1 one month of obtaining the personal data, in accordance with the specific circumstances of the processing;

5.1.2 at the first instance of communicating in circumstances where the personal data is used to communicate with the data subject;

5.1.3 when personal data is first disclosed in circumstances where the personal data is disclosed to another recipient.

Document owner and approver

The SBFM Data Protection Officer is the owner of this document and is responsible for ensuring that this procedure is reviewed in line with the review requirements of the GDPR.

This procedure is issued on a version controlled basis.

Modern Slavery and Human Trafficking Statement

Our Business

SBFM is engaged in the provision of cleaning services and complete soft facilities management to a variety of sectors across the UK and Ireland.

Commitment

Modern slavery is a crime and a violation of fundamental human rights. Modern slavery includes slavery, human trafficking, forced/bonded labour and servitude. SBFM is committed to ensuring that slavery and human trafficking have no place in our business or our supply chain.

Assessing and Managing Risk

The Home Office statutory guidance on modern slavery states that an organisation's approach to modern slavery should be based on assessing and managing risk.

We recognise that some of our suppliers may source products from countries such as China and South East Asia, which carry an increased risk of non-compliance with modern slavery and human trafficking prevention.

We also recognise that there may be some risk associated in the recruitment of our employees, including those transferred to us under TUPE legislation.

Policies

In line with this policy statement, we operate a number of internal policies to ensure SBFM conducts its business in an ethical and transparent manner, including:

Recruitment Policy

Our recruitment policy outlines our compliance with the Home Office Right to Work in the UK checks for all employees.

Whistle-Blowing Policy

Our whistle-blowing policy provides assurance to all employees that they can raise concerns relating to SBFM's business operations without fear of detrimental treatment for reporting suspicions in good faith.

Purchasing Policy

SBFM's Purchasing Policy states that the company incorporates social, economic and environmental considerations into supplier and product selections and purchasing processes and that we ensure that we comply with all statutory and organisational requirements applicable to purchasing. Our commitment to ensuring that we do not purchase goods and services affected by human slavery, trafficking or other forms of exploitation is encompassed within this policy statement.

Learning and Development

Our recruitment and procurement teams receive modern slavery training as part of their induction with SBFM and refresher updates throughout their employment with us. This is so they understand the signs of modern slavery and are able to act appropriately if they suspect that it is taking place in any area of our business or supply chain.

Key Performance Indicators

Any reports received from employees, clients, the public or government agencies are recorded, measured, monitored and reviewed. This is to ensure an effective response to any concerns relating to modern slavery and/or human trafficking. SBFM's target is to ensure recruitment, training and resources are sufficient so that our genuine reporting levels remain at nil.

Approval

This statement has been approved by SBFM's People and Social Impact Director on 4th May 2023 and will be reviewed annually, or when new UK Government and/or guidance is made available.

Equality, Diversity and Inclusion Policy

SBFM is committed to encouraging equality, diversity and inclusion among our workforce, and eliminating unlawful discrimination.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

SBFM, in providing services and facilities, is also committed to preventing unlawful discrimination of customers or the public.

The purpose of this policy is to:

- provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time
- not unlawfully discriminate because of protected characteristics outlined in the Equality Act 2010 of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, and ethnic or national origin), religion or belief, sex and sexual orientation
- oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities

SBFM commits to:

- Encouraging equality, diversity and inclusion in the workplace because they are good practice, provide a fair and just environment for our colleagues and make business sense
- Creating a working environment free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
 - This commitment includes training managers and all other employees about their rights and responsibilities under the equality, diversity and inclusion policy. Responsibilities include staff conducting themselves to help the organisation provide equal opportunities in employment, and prevent bullying, harassment, victimisation and unlawful discrimination.
 - All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

- Taking seriously complaints of bullying, harassment, victimisation and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the organisation's work activities.
 - Such acts will be dealt with as misconduct under the organisation's grievance and/or disciplinary procedures, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice.
 - Further sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence.
- Making opportunities for training, development and progress available to all staff, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the organisation.
- Decisions concerning staff being based on merit (apart from in any necessary and limited exemptions and exceptions allowed under the Equality Act).
- Reviewing employment practices and procedures when necessary to ensure fairness, and also updating them and the policy to take account of changes in the law.
- Monitoring the make-up of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality, diversity and inclusion, and in meeting the aims and commitments set out in the equality, diversity and inclusion policy.
 - Monitoring will also include assessing how the equality, diversity and inclusion policy, and any supporting action plan, are working in practice, reviewing them annually, and considering and taking action to address any issues.

Related policies:

Recruitment and Selection

We actively welcome applications from all sections of the community. All candidates are treated fairly irrespective of race, gender, disability, sexual orientation, religion and belief or age.

We welcome those who wish to disclose a disability to do so, and all personal details are dealt with in a confidential manner. Those who are invited to interview and have disclosed a disability are contacted by the hiring manager to discuss any reasonable adjustments that will facilitate attendance.

Further information detailing our commitment to EDI is provided within the Recruitment and Selection Policy.

Learning and Development

We ensure equal access and equality of opportunity in all learning and development activities, in line with this policy. This includes ensuring resources for learning and development are distributed fairly and are accessible to all.

Managers are expected to ensure employees have the opportunity to discuss their individual development needs and are supported with appropriate learning methods.

All employees are given equal access to promotion regardless of race, gender, disability, sexual orientation, religion and belief or age.

Further information detailing our commitment to EDI is provided within the Learning and Development Policy.

Termination of Employment

All employees are treated fairly under the Disciplinary Policy and the Capability Policy. Any remedial action taken against employees is monitored in line with this policy to ensure equal treatment of all employees, regardless of race, gender, disability, sexual orientation, religion and belief or age.

Further information detailing our commitment to EDI is provided within the Disciplinary and Capability Policies.

The equality, diversity and inclusion policy is fully supported by senior management and the executive leadership team.

Details of the organisation's grievance and disciplinary policies and procedures can be found in the Employee Handbook. This includes with whom an employee should raise a grievance – usually their line manager.

Policy owner: HR Manager

Review date: 01/11/2021



Gender Pay Gap Report

2022 / 2023

Data taken from 5th April 2022

	Median (Middle)	Mode (Average)
Gender Pay Gap	0%	0%

1. In line with our regulatory reporting requirements, the table below sets out our 2022/ 2023 Gender Pay Gap results.
2. I confirm that the data given in this statement is accurate and in line with government reporting regulations.



Signature
Helen Nicholson
Group HR Director

August 2022

Annual Gender Pay Gap Report	
SBFM Median Gender Pay Gap	0%
Mean Gender Pay Gap	0.33%
Median Bonus Gap	0%
Mean Bonus Gap	0%
UK National Median Gender Pay Gap	15.4%

Pay Distribution	Men	Women
Upper Quartile	71.43%	28.57%
Upper Middle Quartile	63.63%	36.67%
Lower Middle Quartile	45.28%	54.72%
Lower Quartile	34.24%	65.76%

Company number: 8517137 | 3355 Century Way, Thorpe Park, Leeds, LS15 8ZB
VAT number: 190967565 | 0800 772 0093 | www.sb-fm.co.uk



Terms of Business: Recruitment Services (Agency Worker)

Date **[INSERT]**

Structure Contract Details: the basic details of this agreement;
Standard Terms: the terms and conditions of this agreement;

Schedule 1 – Commercial terms: the services and other terms agreed between the parties;

Contract Details

SBFM Details		Supplier Details	
"SBFM"	SBFM Limited	"Supplier"	
Registered address	3 Greengate Cardale Park Harrogate North Yorkshire HG3 1GY	Registered address	[INSERT]
Company number	08517137	Company number	[INSERT]
"SBFM's Account Manager"	[INSERT]	"Supplier's Account Manager"	[INSERT]
"Commencement Date"	[INSERT]	"End Date"	[INSERT]

Background

1. The Supplier is a leading provider of recruitment services, which SBFM wishes to procure.
2. Based on the Supplier's response to SBFM's request for a fee quotation] dated [INSERT DATE] and its commitment to meeting SBFM's objectives for first class talent recruitment, SBFM has agreed to retain the Supplier and the Supplier has agreed to provide the Services (as defined below) to SBFM on the terms and conditions of this Agreement.
3. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates in accordance with the AWR. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate or Agency Worker, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

AGREED and SIGNED by:

.....
as a duly authorised representative of
SBFM LIMITED

Name:
Position:
Date:

AGREED and SIGNED by:

.....
..
as a duly authorised representative of
[INSERT SUPPLIER ENTITY]

Name:.....
..
Position:.....
..
Date:.....
..

Standard Terms

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions and rules of interpretation shall apply:

"Agency Worker" means a Candidate, who: (i) is deemed to be an agency worker for the purposes of regulation 3 of the AWR; (ii) has not been Introduced to SBFM by the Supplier or any third party within the 12 (twelve) months prior to such Introduction; and (iii) was otherwise not known or engaged by any of the SBFM Group in relation to the Position prior to the Introduction;

"Agreement" means this framework agreement including the Contract Details, Standard Terms and the Commercial Terms;

"Applicable Laws" means all applicable laws, legislation, statutes, statutory instruments, regulations, codes of practice, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time;

"Assignment" means the engagement of an Candidate to work in a Position;

"AWR" means the Agency Workers Regulations 2010 (SI 2010/93) or similar legislation in the Territory as applicable (and references to specific regulations within the AWR shall be deemed to be references to the appropriate section(s) of the similar legislation);

"SBFM" means the entity identified as such in the Contract Details;

"SBFM's Account Manager" means the person identified as such in the Commercial Terms or as otherwise notified to the Supplier in writing from time to time;

"SBFM Data" means all information, data or records of whatever nature and in whatever form (including SBFM Personal Data) which (i) may be supplied by or on behalf of any member of the SBFM Group to Supplier or its subcontractors under or in connection with this Agreement; and/or (ii) relating to the business, employees or other activities of the SBFM Group whether subsisting before the date of this Agreement or as generated, collected, stored, transmitted or otherwise processed as part of, or in connection with, the Services;

"Business Contact Data" means business contact information relating to SBFM employees and/or Supplier Personnel (as applicable) involved in the management or administration of the Agreement, including names, business email addresses, business phone numbers and business addresses;

"Business Day" means a day that is not a Saturday, a Sunday nor a public or bank holiday in England;

"Candidate" means any and all individuals Introduced by the Supplier to SBFM for a Position;

"Change" has the meaning given in clause 9.1;

"Charges" means the sums set out in the Commercial Terms, or as otherwise agreed by the parties in writing in relation to any specific Assignment prior to its commencement;

"Commencement Date" means the date described as such in the Contract Details;

"Commercial Terms" means the specification of Services, Service Levels, Charges and other items for performance or delivery under this Agreement as agreed between the parties and set out at Schedule 1;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or similar legislation in the Territory, as applicable;

"Confidential Information" means commercial, financial, marketing and technical information, know-how, trade secrets and other information in any form or medium, howsoever disclosed or accessed, whether before or after the date of this Agreement (together with any reproductions of such information in any form or medium), which in each case (either in its entirety or in the precise configuration or assembly of its components) is not publicly available (save for where such information entered the public domain as a result of a breach of this Agreement);

"Contract Details" means the section of this Agreement that is entitled "Contract Details";

"Control" means the beneficial ownership of more than 25% (twenty five percent) of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (and "Controlled" shall be construed accordingly);

"controller" shall have the meaning ascribed to it in the Data Protection Legislation;

"Data Protection Legislation" means all laws relating to the processing of personal data, privacy and security, including, without limitation and to the extent applicable from time to time: (a) national laws implementing the EU

Data Protection Directive (95/46/EC) and the EU Privacy and Electronic Communications Directive (2002/58/EC); (b) the GDPR; and (c) all other applicable international, regional, federal or national data protection laws and regulations;

"data subject" shall have the meaning ascribed to it in the Data Protection Legislation;

"End Date" means the date described as such in the Contract Details;

"Engage" means the employment of an Candidate (whether for a definite or indefinite period) as a result of an Introduction or Assignment of that Candidate (and the terms "Engaged" or "Engagement" shall be construed accordingly);

"EU Law" means European Union law, the law of any state that is a Member State of the European Union on the date of this Agreement and

the law of any state that subsequently becomes a Member State of the European Union;

"Extended Assignment" has the meaning given in clause 6.6.1;

"Force Majeure Event" means an event beyond the reasonable control of a party, including natural disasters, storms, fire, flooding and lightning but not including strikes, riots, lockouts and industrial action;

"GDPR" means the EU General Data Protection Regulation (2016/679);

"Good Industry Practice" means: (i) the exercise of that degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a leading skilled and experienced supplier in the provision of services similar to the Services; and (ii) compliance with all Applicable Laws;

"Introduce" means the provision to SBFM by the Supplier by way of a curriculum vitae or in such format as SBFM may from time to time require, which identifies the Candidate and which SBFM reviews (and "Introduction" and "Introduced" shall be construed accordingly);

"Job Specification" means the information concerning the Position as may be issued by SBFM to the Supplier from time to time, including the information set out in clause 3.1;

"Losses" means any claims, losses, demands, actions, damages, costs (including court costs and reasonable legal fees), fines, liabilities, obligations, liens and expenses;

"MSA" has the meaning given in clause 24.1.1;

"Onboarding Data" means all information relating to a Candidate which Supplier supplies to SBFM for the purpose of providing the Services;

"personal data" shall have the meaning ascribed to it in the Data Protection Legislation;

"processor" shall have the meaning ascribed to it in the Data Protection Legislation;

"processing" shall have the meaning ascribed to it in the Data Protection Legislation;

"Position" means each vacant work position as SBFM informs the Supplier from time to time in accordance with this Agreement and for which SBFM requires the Supplier to locate and supply a suitable Candidate;

"Qualifying Agency Worker" means any Candidate: (i) who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR and has

been provided to SBFM for the Qualifying Period; and (ii) in respect of whom the Supplier has complied with its statutory obligations, including those under the Conduct Regulations;

"Qualifying Period" means the 12 (twelve) week qualifying period or such other period defined as such under regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR;

"Rebates" means the amounts to be refunded to SBFM as set out in the Commercial Terms;

"Relevant Terms and Conditions" means the relevant terms and conditions for any particular Qualifying Agency Worker as defined in regulation 6 of the AWR;

"Request for Services" has the meaning given in clause 2.1;

"Restricted International Transfer of Personal Data" means a transfer of SBFM Personal Data by Supplier (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of SBFM Personal Data; (b) to a country which does not provide an adequate level of protection for SBFM Personal Data as required by the Data Protection Legislation of the country of export;

"SBFM Group" means SBFM and all entities that directly or indirectly Control, are Controlled by or are under common Control with SBFM, together with its and their respective joint ventures;

"SBFM Personal Data" means SBFM Data that is personal data, but not including Business Contact Data or Onboarding Data;

"SBFM's Policies" means SBFM's policies, procedures and standards (including safety, security and site procedures and standards) notified to the Supplier and as amended from time to time;
 "Services" means the recruitment services provided by the Supplier to SBFM under this Agreement, including those obligations set out in clause 4;
 "Service Levels" means the expected service levels as set out in the Commercial Terms;
 "Standard Terms" means these terms and conditions;
 "Start Date" means the date on which an Assignment commences;
 "Supplier" means the entity identified as such in the Contract Details;
 "Supplier Account Manager" means the person identified as such in the Contract Details or as otherwise notified to SBFM in writing from time to time;
 "Supplier Personnel" means any person (including any employee, worker or subcontractor) engaged by the Supplier wholly or partly from time to time in the provision of any of the Services;
 "Supply Chain" has the meaning given in clause 24.1;
 "Territory" means the territory described as such in the Commercial Terms;
 "TUPE" has the meaning given in clause 13.1;
 "Vet" means carrying out the pre-vetting checks to the level and criteria as required by SBFM from time to time as more particularly defined in the Commercial Terms (and "Vetting" shall be construed accordingly);
 "Vulnerable Person" has the meaning set out in regulation 2 of the Conduct Regulations;

- 1.2 a statutory provision includes a reference to the statutory provision as modified or re-enacted from time to time, and any subordinate legislation made pursuant to the statutory provision, in each case whether before or after the Commencement Date;
- 1.3 this Agreement includes a reference to this Agreement as amended from time to time;
- 1.4 any reference to persons or entities includes a reference to natural persons, any body corporate, unincorporated association, trust, partnership, or other entity or organisation, and includes a reference to that person's or entity's successors or assigns;
- 1.5 unless the context requires otherwise, the singular includes the plural and vice versa;
- 1.6 the Contract Details and Schedule(s) form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement;
- 1.7 in the event of any inconsistency between any provisions of the Commercial Terms of this Agreement and the provisions of the Standard Terms of this Agreement, the provisions of the Commercial Terms shall prevail;
- 1.8 in the event of any inconsistency between any provisions of the Commercial Terms, the highest standard of service established by the Commercial Terms will be deemed to apply;
- 1.9 the headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.10 any reference to the term "including" shall be deemed to mean "including without limitation";
- 1.11 any reference to the term "execution" shall include execution by electronic signature;
- 1.12 any reference to "SBFM" in this Agreement or to SBFM as a "party" to the Agreement shall, when applicable to a specific Request for Services, refer to the SBFM Group entity requesting such Services;

2 SCOPE OF AGREEMENT

- 2.1 On request from SBFM's Account Manager (or their authorised delegate) for Services in relation to a Position ("Request for Service"), the Supplier shall supply and perform the Services for the benefit of the SBFM Group and in accordance with this Agreement.
- 2.2 The Supplier shall not in SBFM's opinion unreasonably refuse any Request for Service during the term of this Agreement.
- 2.3 SBFM shall have no liability in relation to any Services unless such Services have been provided in response to a Request for Service issued by SBFM's Account Manager or their authorised delegate (as confirmed in writing by SBFM's Account Manager on a case by case basis). The Supplier shall not provide any information about any Position or any Candidates, by any means, to any person at SBFM other than on the Account Manager's written instruction on a case by case basis. Without prejudice to any other provision of this Agreement, the Supplier shall accurately and promptly complete and otherwise process and provide information in accordance with such ordering, monitoring, invoicing or reporting systems (including any IT platforms

or programs) which SBFM may from time to time designate. If the Supplier does not comply wholly with this clause, SBFM shall not be liable to pay any Charges relating to any appointment by SBFM arising from the unauthorised request, contact or referral.

- 2.4 Any purchase of Services by SBFM is non-exclusive and nothing in this Agreement shall place a requirement on SBFM to order a minimum volume of Services or any further Services from the Supplier, or to prevent it from purchasing similar services from any other suppliers.
- 2.5 Notwithstanding any provision of this Agreement or any Request for Service, SBFM reserves the right under this Agreement to appoint an existing SBFM employee, or to recruit an external candidate via itself (whether by way of advertisement or otherwise) or via another supplier, to any Position.
- 2.6 For the purposes of the Conduct Regulations, the Supplier acts as an employment business in relation to the Introduction and supply of Agency Workers pursuant to this Agreement.

3 SBFM OBLIGATIONS

- 3.1 SBFM will provide the following information to the Supplier in relation to each Position:
 - 3.1.1 details of the company within the SBFM Group who will recruit the Candidate;
 - 3.1.2 details of the duties to be performed in relation to the Position;
 - 3.1.3 the start date of the Position;
 - 3.1.4 the duration or likely duration of the Position;
 - 3.1.5 the location of the Position;
 - 3.1.6 the hours of work required;
 - 3.1.7 details of experience, training, qualifications and authorisation that SBFM considers are necessary, or that are required by law or by any professional body for the Candidate to possess in order to work in the Position;
 - 3.1.8 any other information reasonably requested by the Supplier in order for the Supplier to fulfil its obligations under the AWR or other legal or regulatory requirements; and
 - 3.1.9 confirmation of the Status Determination, as determined under clause 3.2.
- 3.2 For each Position SBFM shall undertake a status determination as to whether the Assignment falls within the IR35 tax legislation ("Status Determination"). The Supplier shall provide, and procure from Candidates, all reasonable assistance and information required by SBFM to support SBFM undertaking the Status Determination.

4 SUPPLIER OBLIGATIONS

- 4.1 The Supplier agrees to search in the Territory (and in accordance with the location of the Position) for Candidates for SBFM who meet SBFM's minimum qualifications and other criteria for the Position.
- 4.2 The Supplier agrees to Vet all Candidates and Introduce to SBFM only Candidates who meet the minimum criteria for the Position as set out by SBFM and have an interest in such Position for which they are Introduced. The Supplier will only Introduce Candidates who have the right to work in the Territory (or relevant part of the Territory as set out in the Job Specification) and, in particular, the Supplier shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation in the Territory as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- 4.3 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work in the Position or the Position involves working with any Vulnerable Persons, the Supplier will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and references within the last 5 (five) years prior to the Start Date. The Supplier will also take all reasonably practicable steps to confirm that the Candidate is suitable for the Position. If the Supplier is unable to fully comply with these requirements, it shall inform SBFM of the steps it has taken to supply the necessary information.
- 4.4 As an expert in the field of recruitment, the Supplier warrants and represents that it has the necessary expertise to provide the Services and undertakes to provide the Services in accordance with Good

Industry Practice, using appropriately qualified, experienced and trained Supplier Personnel. The Supplier shall immediately notify SBFM if it becomes aware that it may be in breach of any of the above warranties and the steps it will be taking to remedy such breach. On request, the Supplier shall promptly notify SBFM of all Applicable Laws with which it and/or the Candidate must comply in relation to the Services.

- 4.5 The Supplier shall use all endeavours consistent with those that would be deployed by a recruitment services provider operating in accordance with the warranty set out at clause 4.4 to ensure that all information provided by it to SBFM regarding any Candidate is accurate and the Supplier shall not misrepresent or mislead SBFM as to the Candidate's skills, qualifications or employment history.
- 4.6 In providing the Services, the Supplier shall:
 - 4.6.1 provide the Services to SBFM in accordance with at least any Service Levels;
 - 4.6.2 use the Nominated Personnel to perform the roles described in the Commercial Terms (if any);
 - 4.6.3 comply with SBFM's Policies and not disrupt the business or ordinary activities of SBFM;
 - 4.6.4 comply with any reasonable requests or directions of SBFM in relation to the Supplier's performance of the Services, including in order to ensure good SBFM customer outcomes; and
 - 4.6.5 comply with its obligations under the AWR, including providing any Qualifying Agency Worker with the Relevant Terms and Conditions.
- 4.7 At the time any Candidates are put forward to SBFM for consideration for any Position the Supplier shall, prior to any Introduction:
 - 4.7.1 check the identity of each Candidate;
 - 4.7.2 confirm that each Candidate possesses the requisite experience, training and qualifications and conforms with the requirements of the appropriate professional body;
 - 4.7.3 confirm that each Candidate is willing to work in the proposed Position;
 - 4.7.4 confirm the Supplier's anticipated Charges;
 - 4.7.5 confirm with SBFM and the Candidates that they are both aware of the legal and professional requirements to enable the Candidates to work for SBFM and, where requested, provide such information to SBFM;
 - 4.7.6 confirm that it has Vetted the Candidate and, where relevant, ensure that the Candidates have complied with applicable immigration legislation;
 - 4.7.7 obtain original documentation proving that each Candidate has the right to work in the Territory (as required by the Home Office/UK Border Control Agency or other relevant government organisation in the jurisdiction), verify the accuracy of such documentation, and provide SBFM with copies of such confirmation and documentation;
 - 4.7.8 immediately inform SBFM if it becomes aware of information suggesting that the Candidate may be unsuitable for the Position and, where such information is provided orally, it must be confirmed either in paper form or electronically within 2 (two) Business Days; and
 - 4.7.9 provide any other information reasonably requested by SBFM.
- 4.8 The Supplier shall not provide any Agency Worker for a period in excess of 11 (eleven) weeks without the express prior written consent of SBFM. Without prejudice to the foregoing, the Supplier shall confirm to SBFM the names (and all other relevant details) of Candidates who are provided for 13 (thirteen) weeks or more.
- 4.9 Where a Status Determination confirms a Position falls within the scope of IR35 legislation, the Supplier shall ensure (i) all Candidates Introduced to SBFM in relation to that Position are employed and enrolled on a payroll and (ii) any income the Candidate receives in relation to an Assignment in that Position will be treated as employment income subject to PAYE and employee NI contributions. The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group in full and on demand against all Losses (including but not limited to any increased tax liability) suffered or incurred by any or all of the SBFM Group arising out of a breach by the Supplier of this clause 4.9.
- 4.10 Prior to any Assignment, the Supplier shall ensure that a copy of the

Status Determination is provided to the Candidate in the form provided by SBFM. Where the Candidate disagrees with the Status Determination, the Supplier shall immediately notify SBFM.

5 UNSUITABLE CANDIDATES

- 5.1 The Supplier shall notify SBFM immediately if it believes that any Candidate is unsuitable for the Position, or becomes aware of any matter that indicates that a Candidate may be unsuitable for the Position or is inconsistent with any information previously provided, including where a Candidate ceases to have the appropriate skills, approvals or a right to work in the Territory or the relevant part of the Territory or where this Agreement may be, or has been, breached.
- 5.2 If SBFM decides that a Candidate is unsuitable to perform the Position, then SBFM shall notify the Supplier in writing of that fact giving reasons.
- 5.3 If SBFM notifies the Supplier of an unsatisfactory Candidate in accordance with clause 5.2:
 - 5.3.1 within 48 hours of the date on which the Candidate commences work in the Position, then the relevant Assignment will immediately terminate and no Charges shall be payable; and
 - 5.3.2 in all other cases, the relevant Assignment shall terminate at the end of the day on which the Supplier was notified, and Charges shall be payable up to the date of such termination.
- 5.4 The Supplier or SBFM may terminate an Assignment at any time without prior notice and without liability. SBFM reserves the right to change its requirements at any time before the date on which the Candidate commences work in the Position without any liability of SBFM to the Supplier whatsoever, save for the payment of Charges due and payable for Services already performed. Such cancellation or amendment shall be effective immediately upon the giving by SBFM of notice to the Supplier (which may be given by telephone or in writing, including email).

6 CHARGES AND REBATES

- 6.1 Subject to this clause 6, SBFM agrees to pay the Charges to the Supplier in respect of the Candidates.
- 6.2 The Charges comprise the total sum payable by SBFM for the Candidates, including each Candidate's pay and holiday pay, the Supplier's commission, all employer National Insurance contributions and value added tax to the extent applicable in accordance with the then prevailing legislation. When booking a Candidate for an Assignment, the Supplier shall advise SBFM of the total Charges for that Candidate.
- 6.3 The following conditions apply to the Charges:
 - 6.3.1 they are calculated according to the number of hours worked by the Candidate (to the nearest quarter hour);
 - 6.3.2 the Candidate must use SBFM's time and attendance system prior to commencing their duties on each day of the Assignment and after completion of their duties. The Charges shall not be owing and due if SBFM's time and attendance system is not used by the Candidate in the former manner;
 - 6.3.3 SBFM shall sign time sheets verifying the number of hours worked by the Candidate for each week of the Assignment, or shall dispute the hours claimed (in which case SBFM shall inform the Supplier as soon as is reasonably practicable and shall co-operate fully with the Supplier to enable the Supplier to establish what hours, if any, were worked by the Candidate);
 - 6.3.4 SBFM shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Candidate. In such cases the provisions of clause 5.2 shall apply;
 - 6.3.5 for the avoidance of doubt, SBFM shall not be required to pay Charges for any absences (for whatever reason) of a Candidate; and
 - 6.3.6 the Supplier shall not withhold any payment due to a Candidate because of any failure by SBFM to pay the Supplier.
- 6.4 If an Assignment for any reason is terminated and the Supplier does not provide a suitable replacement Candidate within 72 (seventy two) hours of termination, the Supplier shall immediately repay the relevant Rebate to SBFM.
- 6.5 Prior to the commencement of any work by a Qualifying Agency Worker in relation to a Position, or by a Candidate who during the course of work on that Assignment will become a Qualifying Agency

Worker, the Supplier shall notify SBFM of this fact, and agree with SBFM the applicable Charges, including any other remuneration payable to the Agency Worker (other than their basic hourly rate), which is not excluded by virtue of the AWR (such as any overtime, shift premium, commission or any bonus, incentive or rewards that are directly attributable to the amount or quality of work done by a Agency Worker).

7 INVOICING AND PAYMENT

- 7.1 Following commencement of an Assignment and the provision by SBFM of a valid purchase order number, the Supplier shall invoice SBFM monthly, attaching all applicable time sheets signed by SBFM and verifying the number of hours worked by the Candidate, in accordance with the Commercial Terms.
- 7.2 Subject to this clause 7, SBFM shall pay the Charges to the Supplier for the Services within 60 (sixty) days from the end of the month in which SBFM receives the relevant valid invoice from the Supplier.
- 7.3 In order to be valid, invoices issued by the Supplier must:
 - 7.3.1 be a valid tax invoice for the purposes of any relevant tax legislation, be invoiced in the currency as specified in the Commercial Terms and be sent to SBFM at the address notified to the Supplier from time to time; and
 - 7.3.2 identify the Supplier, reference this Agreement, specify the Services to which the invoice relates, and include the purchase order number provided by SBFM to the Supplier in connection with this Agreement and in accordance with clause 7.1.
- 7.4 If SBFM disputes any sum included in an invoice, it shall notify the Supplier of the dispute and the amount to which it relates. SBFM shall pay any undisputed balance of the invoice in accordance with this clause 7 but may withhold payment of the disputed sum until the dispute is resolved in accordance with the dispute resolution procedure set out at clause 18.
- 7.5 If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full, both before and after any judgment, at 2% (two per cent) per annum above the Bank of England base rate from time to time. The parties agree that this clause 7.5 is a substantial remedy for late payment of any sum payable under the Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 SBFM may set-off, against any liability of any of the SBFM Group to the Supplier, any liability that it reasonably believes to be due from the Supplier to any of the SBFM Group.
- 7.7 If, during the term of the Agreement, the Supplier offers the Services as a reduced price for other customers, or (because of any fall in the cost of labour) the cost to the Supplier of supplying the Services reduces, the Supplier will promptly notify SBFM in writing and offer a proportionate reduction in Charges to SBFM with immediate effect and without deduction.
- 7.8 The Charges quoted within this Agreement are inclusive of any taxes required to be withheld on payment. To the extent that the requirement to withhold is uncertain, it is the Supplier's responsibility to obtain or provide adequate advice or analysis to support any position whereby SBFM is not required to withhold tax on payment of any invoice.

8 SERVICE CREDITS

- 8.1 The Supplier will provide all reasonable information to enable SBFM to ascertain whether or not the Services are being provided in accordance with the Service Levels.
- 8.2 If the Services are not being provided in accordance with any of the Service Levels:
 - 8.2.1 the Supplier shall pay or credit (as applicable) the Service Credits to SBFM (in full, free from set-offs, counterclaims and other deductions) within 30 (thirty) days of the end of the month in which they accrued;
 - 8.2.2 SBFM may delay submission for payment any invoice for the Charges until such failure or delay has been remedied to SBFM's reasonable satisfaction; and
 - 8.2.3 SBFM shall be entitled to require the Supplier, at the Supplier's cost, to remedy such default promptly or, at SBFM's option, it shall be entitled to terminate this Agreement with immediate effect without any further liability.

9 CHANGE CONTROL

- 9.1 From time to time SBFM may make a written request for changes to the scope, performance or delivery of the Services (a "Change"). Promptly (and in not more than 5 (five) Business Days) following SBFM's Change request, the Supplier shall provide a written proposal to SBFM containing: (i) the time required to implement the Change; (ii) any necessary variation to the Charges; and (iii) any other required changes to the Commercial Terms. Following receipt of the Supplier's proposal, SBFM shall have the option to:
 - 9.1.1 accept the proposal in which case the parties shall amend the Commercial Terms as required; or
 - 9.1.2 reject the proposal in which case the Commercial Terms shall remain as agreed prior to the Change request; or
 - 9.1.3 if any Services will no longer meet SBFM's objectives without the proposed Change, to reject the Supplier's proposal and terminate this Agreement.
- 9.2 No Change shall be effective until agreed in writing and executed by both parties.

10 ACCOUNT MANAGERS

- 10.1 The Supplier Account Manager shall co-operate with SBFM (including attending regular meetings with the SBFM Account Manager) as SBFM may request from time to time or as set out in the Commercial Terms.
- 10.2 The Supplier agrees that the Supplier Account Manager and the Nominated Personnel shall not be replaced before the end of the term of this Agreement, unless:
 - 10.2.1 the individual to be replaced is prevented by ill-health from carrying out his or her duties in connection with the Agreement for a significant period; or
 - 10.2.2 the individual resigns or their contract of employment is terminated; or
 - 10.2.3 the individual is replaced pursuant to clause 10.3.
- 10.3 In the event that in SBFM's opinion the Supplier Account Manager or any Nominated Personnel has performed unsatisfactorily, on SBFM's written request the Supplier shall consult with the SBFM Account Manager to identify and provide a suitable replacement.

11 SUBCONTRACTING

- 11.1 The Supplier shall not subcontract the performance of any of its obligations under this Agreement without SBFM's prior written consent on a case by case basis.
- 11.2 If authorised to appoint any subcontractor in accordance with clause 11.1, the Supplier shall only do so on terms that:
 - 11.2.1 no such subcontractor shall be entitled to assign, or create further subcontracts in respect of, its appointment;
 - 11.2.2 the Supplier shall remain responsible and liable to SBFM for any work performed by any subcontractors under this Agreement; and
 - 11.2.3 each subcontractor shall be subject to a legally binding written contract containing obligations no less onerous than those imposed on the Supplier under this Agreement.
- 11.3 SBFM may at any time and without reason request that any particular subcontractor appointed by the Supplier under this Agreement in accordance with this clause be replaced.

12 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 12.1 The Supplier shall, and shall procure that all Supplier Personnel and Candidates shall, keep in strict confidence all Confidential Information relating to any of the SBFM Group, this Agreement and/or the Services performed under it, and shall not use or disclose the same, save: (i) for the purposes and as required for the proper performance of this Agreement; or (ii) with the prior written consent of SBFM on a case by case basis; or (iii) as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.2 Where any disclosure is made pursuant to clause 12.1(i) or (ii) above, it shall be done subject to obligations equivalent to those set out in this Agreement and the Supplier shall ensure such recipient of the Confidential Information complies with such obligations. The Supplier shall be responsible to SBFM in respect of any disclosure or use of such Confidential Information by the recipient.

- 12.3 Notwithstanding clause 12.1, the Supplier may retain one copy of any Confidential Information required for its reasonable record keeping requirements, provided it is held securely in compliance with this clause 12.
- 12.4 The Supplier shall not initiate or participate in any actions or conduct tending to injure, bring into disrepute, ridicule, damage or destroy the goodwill of any of the SBFM Group.
- 12.5 The Supplier shall ensure that all advertising and marketing material and any broadcasting (including any advertisements for the Positions) in which reference is made directly or indirectly to any of the SBFM Group shall be pre-approved by SBFM in writing prior to publication or broadcast on a case by case basis. Such approval shall not be taken to mean that the Supplier has complied with all appropriate marketing and advertising rules, regulations and codes of practice; compliance with which shall be the sole responsibility of the Supplier.
- 12.6 All logos, trade names and trade marks (the "Marks") owned or used by any of the SBFM Group in the course of its business are the property of the SBFM Group. The Supplier may not use any such Marks (whether to publicise the existence of the Supplier's relationship with SBFM or otherwise) or any similar Marks without the prior written permission of SBFM's Corporate Affairs Director on a case by case basis.
- 13.5.3 at all times ensure that the Supplier Personnel have the legal right to work in the country(ies) in which they are assigned to work and that it complies with any requirements for any work permits, visas, rights of residence or other similar provisions in respect of the Supplier Personnel; and
- 13.5.4 not, prior to the cessation of this Agreement, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 13.6 SBFM shall have the right to monitor the performance of any Supplier Personnel and, on receipt of notice in writing from SBFM, the Supplier shall immediately remove any Supplier Personnel from a site where the Services are being carried out, or stop any Supplier Personnel carrying out the Services, who have in the reasonable opinion of SBFM misconducted themselves or have acted incompetently or in such a way as to demonstrate a failure to take reasonable care or skill in the performance of the Services or are unsuitable to carry out such Services.
- 13.7 The Supplier shall ensure (i) all Supplier Personnel are employed and enrolled on a payroll; and (ii) any income the Supplier Personnel receive in relation to the Services will be treated as employment income subject to PAYE and employee NI contributions.
- 13.8 The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group in full and on demand against all Losses (including but not limited to any increased tax liability) incurred or suffered by any of them as a result of the Supplier's failure to comply with clause 13.7.

13 PERSONNEL

- 13.1 It is the parties' commercial intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any equivalent legislation anywhere in the world including legislation elsewhere in the EEA implementing the Acquired Rights Directive (together referred to as "TUPE") shall not apply to any transfer of the Services or any part of the Services from the Supplier to SBFM or to any replacement supplier of the Services on the expiry or termination of this Agreement (in whole or in part), howsoever that occurs, and accordingly it is the parties' intention that no Supplier Personnel shall transfer into the employment of SBFM or any replacement supplier.
- 13.2 The relationship of the Supplier and the Supplier's Personnel to SBFM will be that of independent contractor. Nothing in this Agreement shall render the Supplier or any of the Supplier's Personnel an employee, worker, agent or partner of any member of the SBFM Group, and the Supplier shall not hold itself out as such and shall procure that the Supplier's Personnel shall not hold themselves out as such.
- 13.3 The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified the SBFM Group and its and their employees, subcontractors and agents and any replacement supplier in full and on demand against all Losses incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from:
- 13.3.1 any assertion by any person or any representative of any person to the effect that: (i) TUPE is applicable to this Agreement upon its termination or expiry or upon the termination of any Services or any other reduction in scope, including where SBFM or a replacement supplier has terminated the employment of such person; and/or (ii) notwithstanding clause 13.2 the Supplier or any of the Supplier's Personnel or any Candidate is deemed to be an employee, worker, agent or partner of any of the SBFM Group; and/or
- 13.3.2 any National Insurance contributions, income tax or other taxation obligations in any jurisdiction, where such liability, assessment, or claim arises or is made in connection with payments made by SBFM in respect of any Candidate while provided by the Supplier to SBFM.
- 13.4 The Supplier will promptly provide such information and assistance as is requested by SBFM at any time in order to assess any liability under TUPE, including: (i) up to date job descriptions for any Supplier Personnel; (ii) a description of work undertaken on the Services by any Supplier Personnel; (iii) an estimate of the percentage of time spent on the Services by each Supplier Personnel; and (iv) details regarding how the Supplier's workforce is organised in the provision of the Services (e.g. relevant structure charts).
- 13.5 The Supplier agrees and undertakes that it shall:
- 13.5.1 procure and be solely responsible for the observance and performance by the Supplier Personnel of the terms of this Agreement, and shall be directly liable to SBFM for any breach;
- 13.5.2 ensure that an adequate number of Supplier Personnel are assigned to perform the Services and that all are suitable and possess the necessary experience, knowledge, understanding and skills for their role at all times;

14 DATA PROTECTION

- 14.1 The parties acknowledge and agree that: (i) SBFM is the data controller in respect of SBFM Personal Data and where Supplier processes SBFM Personal Data, it does so as a processor on behalf of SBFM; and (ii) each party is an independent controller in respect of Onboarding Data and their own and each other's Business Contact Data.
- BUSINESS CONTACT DATA**
- 14.2 The parties shall comply with their respective controller obligations under applicable Data Protection Legislation when processing Business Contact Data and each party shall process Business Contact Data solely for the purposes of performing their respective obligations under the Agreement, including the provision of the Services, and only for as long as is necessary for such purposes.
- ONBOARDING DATA**
- 14.3 In respect of the Onboarding Data, the Supplier represents and warrants to SBFM that (a) it has authority to provide the Onboarding Data to SBFM in accordance with Data Protection Legislation; and (b) it has obtained and will continue to obtain all necessary consents from, and provide appropriate privacy notices to, Candidates as required under Data Protection Legislation for the purposes of the Services.
- 14.4 Both parties shall comply with their respective obligations as controllers under Data Protection Legislation when processing the Onboarding Data. Supplier shall not process the Onboarding Data in a manner that will or is likely to result in SBFM breaching its obligations under Data Protection Legislation.
- 14.5 The parties shall co-operate with each other to ensure that each party complies with Data Protection Legislation in relation to the Onboarding Data including with regards to:
- 14.5.1 any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of Onboarding Data (including unauthorised access to or use of SBFM's and/or the Supplier's systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of Onboarding Data) or any incident which may give rise to a personal data breach (as such term is defined under the GDPR) ("Data Breach");
- 14.5.2 responding to requests from data subjects exercising their rights laid down in Chapter III of the GDPR;
- 14.5.3 conducting and completing data protection impact assessments; and

14.5.4	providing reasonable assistance as may be requested by the other party in respect of any request for information or an investigation by the Information Commissioner and/or any other applicable supervisory authority (as defined in GDPR) ("Supervisory Authority").	(twenty- four) hours, notify SBFM in writing should it become aware of, or reasonably suspect there has been, any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of SBFM Data (including unauthorised access to or use of SBFM's systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of SBFM Data) or any incident which may give rise to a personal data breach (as such term is defined under the GDPR) ("Data Breach"). Supplier shall:
14.6	Upon termination or expiry of the Agreement for whatever reason, SBFM and Supplier shall continue to process Onboarding Data as an independent controller in accordance with its obligations under Applicable Laws (including Data Protection Legislation).	
14.7	Supplier shall nominate a representative in its organisation who shall have responsibility to respond to SBFM with regards to queries relating to the processing of Onboarding Data and Supplier shall ensure that it responds to such queries without undue delay.	14.16.1 immediately report the Data Breach to both the Managing Director, Finance Director and General Counsel from time to time;
SBFM PERSONAL DATA		14.16.2 promptly provide SBFM with a description of: (i) the nature of the Data Breach, including the volume and type of SBFM Data affected and the categories and approximate number of individuals concerned; (ii) the likely consequences of the Data Breach; and (iii) the measures taken or proposed to be taken to address the Data Breach including, where appropriate, measures to mitigate its possible adverse effects;
14.8	Supplier shall comply with its obligations under applicable Data Protection Legislation when processing SBFM Personal Data.	14.16.3 provide SBFM at no additional cost with assistance that may be reasonably required by SBFM to manage the Data Breach;
14.9	Where Supplier processes SBFM Personal Data it shall, and shall ensure that its subcontractors shall, comply with the provisions of this clause 14.	14.16.4 take immediate remedial action to secure the SBFM Data and to prevent re-occurrences of the same or similar incident and provide SBFM with details of such remedial action; and
14.10	Supplier shall process SBFM Personal Data only on the documented instructions of SBFM (which shall include the provision of the Services under this Agreement), unless: (i) for SBFM Personal Data originating from the EU, it is required to process such SBFM Personal Data for other purposes by EU Law; and (ii) for any other SBFM Personal Data, it is required to process such SBFM Personal Data for other purposes by applicable laws. Where a requirement of the type described in (i) or (ii) arises, Supplier shall provide prior notice of this fact to SBFM unless the relevant law prohibits the giving of notice on important grounds of public interest.	14.16.5 not report a Data Breach to any national regulator or law enforcement body unless instructed to do so by SBFM or otherwise required to comply with its obligations under Data Protection Legislation.
14.11	Supplier shall ensure the reliability of any of Supplier's and its subcontractors' personnel, agents or other persons to whom Supplier provides with access to SBFM Personal Data, and ensure that such personnel, agents or other persons are subject to binding obligations of confidentiality with respect to SBFM Personal Data.	14.17 On termination of each Service and at SBFM's option, Supplier shall promptly delete or return all SBFM Data to SBFM and certify in writing that it has done so, except to the extent: (i) for SBFM Data originating from the EU, EU Laws require retention by Supplier of any SBFM Data; and/or (ii) for any other SBFM Data, applicable laws require retention by Supplier of any SBFM Data. If either (i) or (ii) apply, such SBFM Data may be retained only to the extent required by, and only strictly for the purposes of compliance with, such EU Laws or applicable laws (as appropriate).
14.12	Supplier shall not authorise any other processor to process SBFM Data other than with the prior written consent of SBFM. Supplier shall give SBFM prior notice of any intended addition to or replacement of those further processors. If SBFM objects to that change, Supplier shall refrain from making that addition or replacement. Supplier shall impose obligations on any processors it engages to process SBFM Data that are the same as or equivalent to those set out in this clause 14 (Data Protection) by way of written agreement, and shall ensure that the processors comply with such obligations. Supplier shall remain fully liable to SBFM for any failure by a processor to fulfil its obligations in relation to the SBFM Data.	14.18 Supplier shall notify SBFM prior to taking any further action if it considers an instruction to be likely to result in processing that is in breach of Data Protection Legislation.
14.13	Supplier shall provide reasonable assistance to SBFM to fulfil SBFM's obligation to respond to requests from data subjects exercising their rights laid down in Chapter III of the GDPR, including without limitation: (i) promptly providing to SBFM any requests, notices or other communications from data subjects, third parties, the data protection authority in the relevant local jurisdiction or any other law enforcement authority; and (ii) acting in accordance with SBFM's reasonable instructions when dealing with such a request.	14.19 Supplier shall, at no additional cost, make available to SBFM reasonable evidence of its compliance with the obligations set out in this clause 14 (Data Protection), and allow for and contribute to audits, including physical inspections of Supplier's premises, audit and copy any relevant records, processes and systems, conducted by SBFM Group, its representatives or regulators.
14.14	Supplier shall, at no additional cost, provide cooperation and assistance to SBFM as SBFM may reasonably require to allow SBFM to comply with its obligations as a data controller in relation to data security and data protection impact assessment (and any related consultations) under Data Protection Legislation.	15 LIABILITY
14.15	Supplier shall not make a Restricted International Transfer of SBFM Personal Data without: (i) the prior written consent of SBFM; and (ii) taking such measures as SBFM may reasonably specify to ensure such transfer complies with Data Protection Legislation including, at the request of SBFM, entering into (or procuring that such other persons as SBFM may reasonably specify enter into) standard contractual clauses with SBFM (or such other person as SBFM may reasonably specify) in the form approved by the EU Commission).	15.1 Nothing in this Agreement limits or excludes, or will be deemed to limit or exclude, either party's liability for: (i) death or personal injury caused by negligence; (ii) wilful misconduct; (iii) fraud or fraudulent misrepresentation; (iv) sums arising under clauses 4.9 (IR35) and/or 13.3 and 13.8 (Personnel) and/or 16.1 (Indemnity); (v) sums required to be insured under clause 22 (Insurance); (vi) any breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and (vii) any other loss that may not otherwise be limited or excluded by Applicable Law.
14.16	Supplier shall immediately, and in any event within 24	15.2 Subject to clause 15.1, the Supplier's maximum liability for all and any Losses on the part of the SBFM Group that arise under or in connection with this Agreement shall be limited to 300% (three hundred percent) of the aggregate Charges paid or payable by the SBFM Group in connection with this Agreement at the time of the claim, or £10,000,000 (ten million GBP), whichever is the greater.
		15.3 Subject to clause 15.1, the SBFM Group's maximum aggregate liability

for all and any Losses that arise under or in connection with this Agreement shall be limited to 100% (one hundred percent) of the aggregate Charges paid or payable by the SBFM Group under this Agreement for the 12 (twelve) months prior to the date on which the relevant breach took place, but this limitation shall not limit or exclude SBFM's obligation to pay the Charges in accordance with this Agreement.

16 INDEMNITY

- 16.1 The Supplier shall at all times fully indemnify the SBFM Group and their respective officers, employees and agents against any and all Losses suffered or incurred by any or all of the SBFM Group, or for which any or all of the SBFM Group may become liable, arising out of:
- 16.1.1 any breach by the Supplier of any warranty of this Agreement; and/or
- 16.1.2 any actions or omissions of the Supplier that cause any of the SBFM Group to breach any regulatory requirement; and/or
- 16.1.3 any default by the Supplier or any Supplier Personnel that relates to the provisions of clauses 4.7.7 (right to work), 12 (Confidentiality and Intellectual Property), 14.3-14.21 (Data Protection), 23 (Anti-Bribery and Trade Sanctions) and/or 24 (Modern Slavery); and/or
- 16.1.4 a breach or alleged breach of the AWR and/or Conduct Regulations.
- 16.2 SBFM shall notify the Supplier promptly of any third party claim pursuant to clause 16.1, make no settlement, admission or compromise concerning such claim, allow the Supplier to conduct the defence of the claim using external legal counsel approved by SBFM (such approval not to be unreasonably withheld or delayed) and, at the Supplier's expense, provide the Supplier with such assistance as the Supplier may reasonably request. In conducting such defence, the Supplier shall not compromise, admit or settle any claim without the prior written consent of SBFM and shall keep SBFM updated of all material steps on an ongoing basis.

17 NON-SOLICITATION

- 17.1 The Supplier agrees and undertakes that it will not during the term of this Agreement or for a period of 12 (twelve) months following its termination (however caused) recruit or attempt to recruit any employees of any members of the SBFM Group except in response to an application received as a result of a recruitment advertisement published generally and not specifically directed at employees of the SBFM Group.
- 17.2 The Supplier agrees and undertakes In order to protect the value of SBFM's client contacts, the Supplier undertakes, in relation to any services similar or connected to the Services, during the term of this Agreement and for 12 months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the end-customer or client of SBFM.. Should any customer or client of SBFM approach the Supplier, the Supplier will refuse any such approach and refer the client or customer to SBFM.

18 DISPUTE RESOLUTION

- 18.1 If a dispute arises under or in relation to this Agreement, either party shall give notice to the other party in writing setting out the full particulars giving rise to the dispute. Following receipt of such notice, the SBFM Account Manager and Supplier Account Manager shall endeavour to promptly resolve the dispute.
- 18.2 If such dispute has not been so resolved within 15 (fifteen) Business Days of receipt of the dispute notice:
- 18.2.1 if the Supplier resides in the United Kingdom, either party shall be entitled to pursue other forms of dispute resolution; or
- 18.2.2 if the Supplier resides outside the United Kingdom, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three and the seat, or legal place, of arbitration shall be London in the United Kingdom. The language to be used in the arbitral proceedings shall be English and the governing law of the contract shall be the substantive law of England and Wales.
- 18.3 Prior to such time as defined in clause 18.2, neither party shall initiate legal (including arbitration) proceedings unless such party has reasonable cause to do so to avoid damage to its business,

reputation or (in relation to SBFM) SBFM Data, or to protect any right of action it may have.

19 RECORDS AND AUDIT

- 19.1 The Supplier shall, and shall procure that any subcontractors shall, maintain and retain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Agreement for 7 (seven) years after termination or expiry of this Agreement.
- 19.2 SBFM or its auditors shall have the right to inspect the Supplier's compliance with this Agreement and the financial and accounting records pertaining to the Supplier's performance under this Agreement. Such right shall apply once per year between 8:30am to 6:00pm on a Business Day on giving reasonable notice, except in the event of: (i) a complaint by a regulatory authority; (ii) an alleged or actual breach of security; (iii) an alleged or actual breach of clauses 23 (Anti-Bribery) and/or 24 (Modern Slavery); or (iv) identified failings in an audit, in which case, further inspections on short notice outside of normal business hours may take place.

20 TERM AND TERMINATION

- 20.1 The Agreement shall be effective as of the Commencement Date and shall continue in effect until the End Date, unless terminated in accordance with this Agreement or extended as agreed in writing by both parties.
- 20.2 Either party may terminate this Agreement by written notice with immediate effect if at any time the other party:
- 20.2.1 (i) becomes insolvent as defined by section 123 of the Insolvency Act 1986; or (ii) an order is made or a resolution is passed for either party's winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) an administrator, administrative receiver or receiver is appointed over the whole or any part of either party's assets; or (iv) either party makes any arrangement with its creditors; or (v) any event occurs, or proceeding is taken, with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses (i) to (iv) inclusive above; or
- 20.2.2 is in material breach of any provision of this Agreement, provided that:
- (i) the non-breaching party has provided the other party written notice of such breach; and
- (ii) if the breach is capable of remedy, the breaching party has failed to cure such breach to the reasonable satisfaction of the non-breaching party within 10 (ten) Business Days of receipt of the above notice,
- and, for the purposes of this clause, "material breach" means a breach (including an anticipatory breach) that is not minimal or trivial in its consequences to the terminating party. In determining a material breach, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 20.3 SBFM may terminate this Agreement by written notice with immediate effect if:
- 20.3.1 the Supplier repeatedly breaches any term of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 20.3.2 the Supplier or any Supplier Personnel commits any gross misconduct affecting the business of any of the SBFM Group; or
- 20.3.3 the Supplier or any Supplier Personnel, in the reasonable opinion of SBFM, is negligent or incompetent in the performance of the Services; or
- 20.3.4 any warranty given by the Supplier under this Agreement is found to be untrue or misleading; or
- 20.3.5 there is a change of Control of the Supplier.
- 20.4 SBFM may terminate this Agreement at any time on no less than 30 (thirty) days' prior written notice.
- 20.5 If SBFM exercises its right to terminate this Agreement it shall be entitled to do so without any liability to make any further payment to the Supplier, other than for the Charges due for Services agreed to be performed until the date of termination.

21 CONSEQUENCES OF TERMINATION

21.1 On termination or expiry of this Agreement howsoever arising:

- 21.1.1 the provisions of clauses 1, 12 to 19 (inclusive), 21, 22, 24.2 and 26 and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
- 21.1.2 SBFM shall have the option to require the Supplier to continue to provide the Services on the terms of this Agreement to SBFM for a period of 90 (ninety) Business Days from the date of expiry or termination;
- 21.1.3 the Supplier shall: (i) render all assistance reasonably required by SBFM to facilitate the smooth transition of the Services to SBFM or any replacement supplier appointed by it; and (ii) subject to payment by SBFM of such reasonable fee as the parties agree, provide familiarisation training to SBFM or its replacement supplier as applicable;
- 21.1.4 the Supplier shall immediately provide to SBFM (in a format and on media reasonably requested by SBFM) all SBFM Data, SBFM Confidential Information and any other materials, documents or equipment that belongs to any of the SBFM Group, and if the Supplier fails to do so any of the SBFM Group may enter the Supplier's premises and take possession of them;
- 21.1.5 subject to clause 12.3, each party shall promptly and securely destroy or delete the other party's Confidential Information (including back-up copies) that is held by a party (and procure that the same is done by its subcontractors) and, on request, certify compliance to the other party;
- 21.1.6 the relationship of the parties shall cease and any obligations, rights or licences granted under or pursuant to this Agreement shall cease to have effect, save to the extent expressly provided for in this clause 21; and any prior rights, remedies, obligations or liabilities that the Supplier or SBFM has accrued prior to the termination or expiry of this Agreement shall not be affected.

22 INSURANCE

- 22.1 The Supplier shall maintain at its own cost (and on request provide evidence to SBFM in the form of a broker's letter) the following insurance policies with an insurer of good standing and reasonably acceptable to SBFM for the term of this Agreement and 6 (six) years thereafter: (i) professional liability insurance for a minimum amount of £10,000,000 (ten million GBP); (ii) public liability insurance for a minimum amount of £10,000,000 (ten million GBP); and (iii) employer's liability insurance for a minimum amount of £10,000,000 (ten million GBP), in each case on an each and every claim basis with the exception of professional indemnity which may be in aggregate for the period of insurance.
- 22.2 The Supplier shall not during the term of this Agreement and for a period of 6 (six) years thereafter act or refrain from acting in such a way as would entitle the underwriter(s) of the policies required by clause 22.1 above to avoid or negate their liability to deal with any claim(s) which would otherwise be covered.

23 ANTI-BRIBERY AND TRADE SANCTIONS

- 23.1 The Supplier shall comply with, and at all times maintain and enforce adequate policies and procedures designed to ensure compliance with, any Applicable Laws, including but not limited to the Bribery Act 2010.
- 23.2 The Supplier represents and warrants that: (i) no undue financial or other advantage of any kind has been or will be given or received by the Supplier or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; and (ii) no foreign public official is an officer or employee of the Supplier or has a direct or indirect interest in the Supplier.
- 23.3 The Supplier shall notify SBFM: (i) promptly if it becomes aware, or has any suspicion, of any request or demand for any undue financial or other advantage of any kind received by the Supplier or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; or (ii) immediately if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.
- 23.4 On SBFM's request, the Supplier shall certify in writing signed by an officer of the Supplier that it remains in compliance with clauses 23.1 to 23.3, providing such supporting evidence as SBFM may reasonably request.
- 23.5 The Supplier acknowledges and agrees that nothing in this

Agreement obliges SBFM to perform any action, including but not limited to, SBFM's obligation to pay Charges to the extent it would:

- 23.5.1 cause SBFM to breach any United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction to which SBFM is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America);
- 23.5.2 expose SBFM to the risk of being sanctioned by any relevant authority or competent body; and/or
- 23.5.3 expose SBFM to the risk of being involved in conduct (either directly or indirectly) which any relevant authority or competent body would consider to be prohibited.
- 23.6 Where the circumstances set out in clause 23.5 arise, SBFM may take all and any such actions as may be deemed necessary by SBFM (in its sole discretion), to ensure that SBFM is compliant with the resolutions, sanction, laws or regulations set out in clause 23.5.1 or to mitigate the risks set out in clauses 23.5.2 and 23.5.3. The Supplier acknowledges that this may restrict or delay SBFM's obligations under this Agreement, including but not limited to SBFM's obligation to pay Charges. SBFM shall not be in breach of this Agreement for failure to comply with its obligations under this Agreement where such failure results from SBFM's acts or omissions envisaged by this clause 23.6.

24 MODERN SLAVERY

- 24.1 Without prejudice to any other provisions in this Agreement, the Supplier shall, and shall procure that all persons who will or may be used in performing or to support the performance of any part of this Agreement in any part of the world ("Supply Chain") shall, at all relevant times:
 - 24.1.1 comply with the provisions of the Modern Slavery Act 2015 ("MSA") and all Applicable Laws made under it or relating to it, and ensure that all relevant Supplier Personnel have received appropriate training on the same;
 - 24.1.2 comply with any SBFM policy relating to modern slavery and/or human trafficking as is notified to the Supplier by SBFM from time to time; and
 - 24.1.3 immediately notify SBFM's UK Procurement Director in writing if it has reason to believe that it or any member of its Supply Chain is in breach or is likely to breach any of the MSA or any provisions of this clause 24 (or would do so if it were a party to this Agreement), or if it receives a communication from any person alleging breach of any of the MSA.
- 24.2 The Supplier shall maintain, during the term of this Agreement and for 6 (six) years thereafter, detailed, accurate and up-to-date records setting out: (i) its staff hiring procedures; (ii) its supplier selection processes; and (iii) the steps it takes to ensure that it and each member of its Supply Chain is not engaged in the activities prohibited by the MSA, and shall promptly provide copies of such records to SBFM on SBFM's request.
- 24.3 On SBFM's reasonable request, the Supplier shall make, and shall require any relevant member of its Supply Chain to make, such adjustments to its processes that relate to staff hiring and supplier selection as SBFM reasonably considers to be desirable to address any risk of non-compliance with the MSA.

25 ASSIGNMENT

- 25.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of SBFM.
- 25.2 SBFM may assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the consent of the Supplier.

26 MISCELLANEOUS

- 26.1 Each party warrants, represents and undertakes that:
 - 26.1.1 by entering into and performing its obligations under this Agreement, it is not and will not be in breach of any other agreement to which it is a party;
 - 26.1.2 it has and will continue to have full capacity and all necessary licences, permits and consents to enter into and perform this Agreement; and
 - 26.1.3 this Agreement is executed by a duly authorised representative of the relevant party.

- 26.2 The rights and remedies of a party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time to the other party, or by any failure of or delay in ascertaining or exercising any such rights or remedies. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any waiver of any breach of this Agreement shall be in writing and shall not prevent the subsequent enforcement against such breach or be deemed to be a waiver of any subsequent breach.
- 26.3 Each right, remedy and obligation provided under this Agreement are in addition and without prejudice to any other right, remedy and/or obligation under this Agreement and/or those provided by law. For the avoidance of doubt, SBFM's right to Service Credits shall be in addition to, and not in substitution for, any other rights and/or remedies arising from the Supplier's failure to provide the Services in accordance with the terms of this Agreement. The Supplier acknowledges that the Service Credits are in the nature of an adjustment of the Charges for a reduced service, and not SBFM's sole and/or exclusive remedy for breach.
- 26.4 The standard terms and conditions of either party's business forms, including purchase orders and invoices, shall be without legal effect in transactions under this Agreement.
- 26.5 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.
- 26.6 This Agreement represents the entire agreement between the parties and supersedes and extinguishes all other contracts, promises, assurances, warranties, representations and understandings between the Supplier and any of the SBFM Group on the subject matter herein.
- 26.7 The Supplier is not authorised, and shall not purport to be authorised, to create obligations binding on any of the SBFM Group.
- 26.8 The Supplier warrants that its responses to any of SBFM's Request for Information and/or Request for Proposal in relation to the Services are complete and accurate.
- 26.9 If any company, business or undertaking that is owned by any of the SBFM Group ceases to be owned by the SBFM Group at any time during the term of this Agreement ("Divested Business") but requires continued use of the Services, at the request of the Divested Business, the Supplier shall enter into an identical agreement to this Agreement with such Divested Business to provide use of the Services for at least one (1) year from the date the Divested Business ceases to be owned by the SBFM Group. In such case, any minimum volume commitments under this Agreement shall be divided between SBFM and such Divested Business, in such proportions as SBFM shall determine in its sole discretion.
- 26.10 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures to perform where it is subject to a Force Majeure Event ("Affected Party") provided that the Affected Party as soon as reasonably practicable following the commencement of the Force Majeure Event notifies the other party in writing and uses all reasonable endeavours to mitigate its effect. If the Force Majeure Event prevents the Affected Party from performing its obligations for a continuous period of 4 (four) weeks or more the other party may terminate this Agreement on giving 5 (five) Business Days' written notice to the Affected Party.
- 26.11 The Supplier shall immediately notify SBFM if it becomes aware that it is in breach of any warranty set out in this Agreement and the steps it will be taking to remedy such breach.
- 26.12 The Supplier shall do all acts and execute all documents (at the Supplier's cost and expense) as SBFM requests to give full effect to this Agreement.
- 26.13 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right (under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any of its terms. Notwithstanding this, any of the SBFM Group who receives Services under this Agreement may enforce any term of this Agreement as if it was a party to it.
- 26.14 This Agreement may be executed in any number of counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which when executed shall constitute a duplicate original, but all of which shall constitute one and the same instrument. No counterpart shall be effective until each party has executed at least one counterpart of this Agreement.
- 26.15 Should any provision of this Agreement be or become invalid, illegal or unenforceable, the parties agree to attempt to substitute for it a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of such provision. If such substitution is not possible, the relevant provision shall be deemed deleted. Any substitution or deletion of a provision under this clause shall not affect the validity or enforceability of the rest of this Agreement.
- 26.16 Any notice or other document to be served under the Agreement must be in writing, addressed to the SBFM Account Manager or the Supplier Account Manager at the address contained in the Contract Details as applicable, or as may be updated from time-to-time, and must be delivered by: (i) prepaid registered post or airmail; and (ii) also by email. Any notice or document shall be deemed served, if delivered, at the time recorded by the postal/airmail delivery service. This clause 26.16 does not apply to the service of any proceedings or other documents in any legal action, arbitration or other form of dispute resolution.
- 26.17 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to the dispute resolution procedure set out at clause 17, each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 26.18 The parties have executed this Agreement in the Contract Details.

Schedule 1: Commercial Terms

[INSERT]



Standard Terms and Conditions for Service Suppliers

Definitions:

In these Conditions the following expressions have the following meaning:

Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with another entity and for these purposes "control" means having beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "controls" and "controlled" shall be construed accordingly.

Agreement Period: The period stated as such in the Framework Agreement (PSA) or in the Order during which the Supplier will provide the Services.

Applicable Law: Shall be the law of the SBFM legal entity or any SBFM Affiliate which has issued the Order.

Client: The company that has engaged SBFM for the execution of the Main Agreement Services.

Commencement Date: The date stated as such in the Order.

Conditions: These standard terms and conditions.

Confidential Information: Any information which is not in the public domain or already prior to the commencement of the Main Agreement in the possession of the Supplier, and which relates to SBFM's or the Client's (or their respective associated companies') businesses, customers, financial, technical or other affairs of the business including, without limitation:

- I. information relating to the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials;
- II. information relating to future projects, business development or planning, commercial relationships and negotiations; and
- III. any unpatented, secret, substantial and identified know-how, expertise, technical or other information including, without limitation, all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, techniques and specifications.

Country: Shall be the country where SBFM legal entity or any SBFM Affiliate which has issued the Order is registered, unless agreed otherwise in writing between the Parties.

Event of Force Majeure: Any act, event, circumstance or occurrence which is beyond the control of the Party seeking to rely on the same to excuse performance and including (to the extent beyond the control of such Party) war, riot, strike, lockout or other industrial action, fire, explosion, accident, flood, earthquake, sabotage or act of god, or inability to use the full capacity of facilities as a result of governmental entity action, power or materials necessary to perform its obligations under the Supplier Agreement.

Intellectual Property Rights: Any and all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, software, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Main Agreement: The contract between the Client and SBFM in relation to the Main Agreement Services.

Main Agreement Services: The services carried out at the Site by SBFM under the Main Agreement.

Order: The order issued by SBFM setting out the particulars of the Services required to be performed by the Supplier and all other terms specific to the Services, and includes all documents referred to in it.

Regulations: EC Directive no. 2001/23 dated 12 March 2001, (the Acquired Rights Directive), and domestic legislation implementing such directive into the Applicable Law as well as related legislation and regulation of the Country.

Replacement Contractor: Any person appointed by SBFM or the Client to provide services which are the same as or substantially similar to the Services or any relevant part of them following termination or the termination, amendment or

reduction in scope of the Services or any part of them.

SBFM: SBFM Limited legal entity or any SBFM Affiliate which has issued the Order.

SBFM Contract Manager: The person notified from time to time by SBFM to the Supplier as the SBFM representative managing this Supplier Agreement.

SBFM Group Company: any Affiliate of SBFM, from time to time.

SBFM Job Report Sheet: A document available upon request which is to be completed following each visit should the Supplier not have a Service Report Sheet.

Services: The services to be performed by the Supplier in accordance with the particulars set out in the Order.

Service Report Sheet: A document which details the services carried out on each day a Supplier engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and SBFM representative signature.

Site: The actual place or places where the Services are to be performed by the Supplier.

Supplier Agreement: The agreement between SBFM and the Supplier, comprising these Conditions and the Order.

Supplier: The company to which the Order is addressed.

Working Day: A day other than a Saturday or Sunday or public holiday in the country where the Services are performed.

1. General

1.1. The headings to these Conditions of this Supplier Agreement are for convenience only and will not affect its construction or interpretation.

1.2. In these Conditions:

1.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;

1.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;

1.2.3. a reference to a Clause is a reference to a Clause or sub-Clause of these Conditions;

1.2.4. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and

1.2.5. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.

1.3. In the event of any conflict whatsoever between these Conditions and any part(s) of the Order and associated documentation, the terms of these Conditions shall prevail.

1.4. Following the issuing of an Order by SBFM, a binding contract shall exist to supply the Services, on the earlier of the Supplier indicating its acceptance of the Order by a written order confirmation or commencing performance of the Order. For the avoidance of doubt unless otherwise agreed in writing, SBFM contracts only on these Conditions and any Supplier who makes offers to SBFM or accepts offers made or orders placed by SBFM (whether expressly or by performance) shall be deemed to accept these Conditions to the exclusion of all others including the Supplier's own business terms.

2. Appointment

2.1. Subject to and in accordance with the terms of this Supplier Agreement, SBFM appoints the Supplier and the Supplier accepts the appointment as an independent contractor and agrees to provide the Services at the Site for the Agreement Period. SBFM reserves the right to appoint other service providers in respect of the Services and similar services.

3. Main Agreement

3.1. The Supplier shall be deemed to have full knowledge and understanding of the relevant contents and requirements of the Main Agreement.

3.2. The Supplier shall perform the Services so that no act, error or omission on its part shall cause or contribute to any breach by SBFM of the Main Agreement and the Supplier shall carry out the Services in

accordance with all the requirements (including all timescales, specifications and service levels) of the Main Agreement and shall (except to the extent provided

3.3. The Supplier hereby acknowledges that a default, error, omission or breach of this Supplier Agreement by the Supplier may result in liability for SBFM to third Parties for damages, penalties, costs and expenses (including under the Main Agreement and other contracts made by SBFM in connection therewith). All such liability is hereby agreed to be within the contemplation of the Parties as recoverable losses of SBFM.

4. Price & Payment

4.1. The total price to be paid for the Services shall be the sum stated in the Order. Unless otherwise stated in the Order, the price will be:

4.1.1. a lump sum price for the entire Services;

4.1.2. fully fixed for the duration of this Supplier Agreement;

4.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning and any duties, imposts or levies other than value added tax;

4.1.4. subject only to adjustment in respect of changes to the Services in accordance with Clause 9; and

4.1.5. exclusive of any VAT or other applicable tax (which shall be payable by SBFM subject to receipt of a VAT or relevant tax invoice).

4.2. The Supplier is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Services and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit the Supplier to refuse to perform the Services or claim for any additional costs or expenses whatsoever.

4.3. Subject to Clause 4.4, the Supplier shall be entitled to invoice SBFM on or after the completion of the whole of the Services.

4.4. Notwithstanding Clause 4.3, where the Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by the Supplier with Clauses 4.5 and 4.6 below, the Supplier shall be entitled to invoice either:

4.4.1. the amount specified in the Order for the relevant instalment; or

4.4.2. if no such amount is specified, a pro-rata proportion of the Order price, following the completion of each instalment.

4.5. Where Clause 4.4 applies, following the completion of each instalment the Supplier must issue Service Report Sheet(s) which are to be signed by and left with a SBFM representative on Site. In the event that the Supplier does not have an approved Service Report Sheet, it shall ensure its representative completes a SBFM Job Report Sheet which is available upon request. In the event that no SBFM representative is available on Site, the completed sheet is to be forwarded to the relevant SBFM office marked for the attention of the SBFM Contract Manager, within seven (7) days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant SBFM office marked for the attention of the relevant SBFM Contract Manager.

4.6. All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with Clause 4.5 and any other documentation necessary to satisfy SBFM that the services invoiced have been carried out in accordance with this Supplier Agreement shall be delivered to SBFM within seven (7) days of request by SBFM.

4.7. Each invoice issued under this Supplier Agreement must be supplied in the format required by SBFM and will in any event contain the following information:

4.7.1. the number of the Order;

4.7.2. the address of the Site to which the Services relate; and

4.7.3. the period to which the invoice relates in the case of the Services being carried out in instalments.

4.8. Invoices must be presented to SBFM within fourteen (14) days of the Services or each instalment of the Services being carried out. Any invoice received after 60 days of the Services or any instalment of the Services being carried out will not be accepted by SBFM.

4.9. Unless otherwise stated in the Supplier Agreement, SBFM shall pay correctly submitted invoices within 60 days after the end of the month of receipt by SBFM of such invoice or, if later, after acceptance by SBFM of the Services to which the invoice relates.

4.10. SBFM shall be entitled to set off against sums payable by SBFM any sums payable to SBFM by the Supplier whether under this Supplier Agreement or any other contract, order or arrangement between the Parties, or otherwise payable as an outstanding debt to SBFM.

4.11. If SBFM fails to make any payment when due, the Supplier shall be entitled to be paid compensation and charge simple interest on the overdue amount as defined by the Applicable Law in the Country which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Supplier.

5. The Supplier's General Obligations

5.1. Without affecting the general nature of Clause 3, the Supplier shall provide the Services during the Agreement Period: -

5.1.1. with reasonable skill, care and diligence;

5.1.2. in accordance with the Order and other terms of this Supplier Agreement;

5.1.3. in accordance with all instructions issued by SBFM; and

5.1.4. in a timely and professional manner.

5.2. The Supplier shall use reasonable skill, care and diligence to ensure compliance with: -

5.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by SBFM or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by the relevant authorities;

5.2.2. any manufacturer's guarantees or recommendations; and

5.2.3. any rules and regulations issued by the Client to SBFM governing the performance of the Main Agreement Services at the Site.

5.3. The Supplier shall proceed regularly and diligently with the Services in accordance with this Supplier Agreement so that the Services are completed by the end of the Agreement Period and in accordance with any programme for service visits. The Supplier will maintain full co-operation with SBFM and other Suppliers during the execution of the Services.

5.4. The Supplier shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in Clause 5.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.

5.5. Without affecting the generality of Clause 5.2.1, the Supplier shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Services at all times.

5.6. The Supplier shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep SBFM advised in good time of any significant disruption that may arise.

5.7. The Supplier shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and shall ensure that its employees, agents and contractors do not enter other parts of the Site.

6. Commencement

6.1. The Services shall commence on the Commencement Date and shall continue for the Agreement Period, subject to Clauses 6.3 and 20.

6.2. Unless the Agreement Period is extended in accordance with Clause 6.3, the Suppliers engagement shall automatically terminate at the end of the Agreement Period.

6.3. SBFM may extend the Agreement Period by giving the Supplier written notice of its intention to do so at least 14 days prior to the end of the Agreement Period.

7. Non-performance of the Services

7.1. As soon as it becomes apparent to the Supplier that the commencement, progress or completion of the Services is, or is likely to be delayed, the Supplier shall give written notice to SBFM of the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services.

7.2. Without affecting any other rights or remedies of SBFM, if the Supplier fails to provide the Services in accordance with this Supplier Agreement, SBFM shall be entitled to:

7.2.1. make such abatements from any sums due to the Supplier under this Supplier Agreement as may reflect the level of any penalties, liquidated damages or other sums imposed on SBFM by the Client as a result of any failure to perform by the Supplier or, if no such penalties, liquidated damages or sums are specified in the Main Agreement, as may reflect the reduced value of the Services provided by the Supplier at SBFM's reasonable discretion; and/or

7.2.2. require the Supplier to re-perform or make all necessary corrections to the Services immediately, at the Supplier's cost.

7.3. All timescales and dates in a Supplier Agreement must be met by the Supplier. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle SBFM to terminate this Supplier Agreement without affecting any other of SBFM's rights or remedies.

8. Equipment, Facilities and Resources

8.1. The Supplier shall, at his own expense, provide all equipment necessary for the proper execution of the Services and shall keep the Supplier's equipment in good repair and safe condition. SBFM shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically agreed and set out in the Order.

8.2. The Supplier shall provide all resources necessary (at the Supplier's expense) to execute and complete the Services in accordance with any programme for service visits. Furthermore, the Supplier will comply with any requests from SBFM to record and demonstrate the progress of the Services to allow SBFM to continuously compare actual performance with the progress required to achieve the SBFM obligations under the Main Agreement. The resources necessary to meet this requirement may include attending regular progress meetings and/ or the completion of a detailed Site log, the format of which is as determined by SBFM.

8.3. Representatives of SBFM and/or the Client may undertake unannounced inspections of the Services being performed and interview the Suppliers employees, agents and contractors on Site in order to monitor performance of the Services.

8.4. The Parties shall throughout the performance of the Services meet with such frequency as is specified in the relevant Order or as may be reasonably required by SBFM, in order to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with this Supplier Agreement.

9. Changes to the Services

9.1. No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from SBFM.

9.2. SBFM may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written notice to the Supplier.

9.3. Within 5 Working Days of receipt of such a written notice, the Supplier shall provide SBFM with: -

9.3.1. a reasonable estimate of the increase or reduction in the price stated in the Order, together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and

9.3.2. if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.

9.4. The Supplier shall promptly provide to SBFM all additional information that SBFM may request,

including further estimates in respect of the matters set out in Clauses 9.3.1 and 9.3.2, to assist SBFM in evaluating the benefit of any proposed change.

9.5. If SBFM wishes to proceed with a proposed change, SBFM will issue written confirmation signed by a manager or director of SBFM that the change is to be implemented. The Supplier shall then implement the proposed change and the price stated in the Order shall be adjusted in accordance with the agreed amount. This Supplier Agreement shall continue unamended should SBFM elect not to proceed with any change.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by SBFM in connection with this Supplier Agreement shall remain at all times vested in, and the exclusive property of, SBFM. Where designs, products, or any developments (each being "Works") are specifically produced or developed by the Supplier for SBFM in connection with this Supplier Agreement, all Intellectual Property Rights in such Works shall be the exclusive property of SBFM immediately upon creation.

10.2. The Supplier hereby assigns (or shall procure the assignment) to SBFM absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Works for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works. At the request of and at no additional cost to SBFM, the Supplier shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Works in SBFM.

10.3. The Supplier shall indemnify and keep indemnified SBFM and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third Party in respect of any claim or action that the normal operation, possession or use of the Works by SBFM or the Client infringes the confidentiality or other Intellectual Property Rights of the said third Party.

10.4. The Parties agree that the Works (and all other things in which SBFM holds the Intellectual Property Rights pursuant to Clause 10.1):

10.4.1. may only be used by the Supplier as necessary to perform this Supplier Agreement; and

10.4.2. shall not be made available to any third Party (other than the Client where required under the Main Agreement) without SBFM's prior written consent.

11. Staff Transfers

11.1. Always respecting the Regulations, the termination of this Supplier Agreement or any part of it or the termination or amendment or reduction in scope of any of the Services or any part of them shall not, for the purposes of the Regulations, constitute a relevant transfer of any employees, agents or contractors of the Supplier. If, however, a contract of employment between the Supplier (or its contractor) and any person has effect, pursuant to the Regulations, as if originally made between SBFM or the Client or any Replacement Contractor and such person, or if a claim is made to such effect, SBFM or the Client or any Replacement Contractor may terminate such contract of employment. The Supplier shall indemnify and keep SBFM indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by SBFM (or incurred by the Client or any Replacement Contractor for which SBFM is responsible or otherwise liable (whether directly or indirectly)) in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to this Supplier Agreement, its termination or any termination of the Services or any part of them or any amendment or reduction in scope of any of the Services.

11.2. Subject to obtaining the prior written consent of SBFM, a Replacement Contractor shall be entitled, in his own right to the benefit of and to enforce the provisions of Clause 11.1.

12. Confidentiality

12.1. The Supplier shall not during or after termination of this Supplier Agreement use (other than in the performance of this Supplier Agreement) or disclose to any other person any Confidential Information of SBFM or the Client, except that any obligations contained in this Clause shall not prevent any disclosure of: -

12.1.1. Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a Party's professional advisors acting in their capacity as such; or

12.1.2. SBFM's Confidential Information where the Supplier has obtained the prior written consent of SBFM to such disclosure.

12.2. The Supplier acknowledges the importance of protecting the confidentiality of SBFM's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of the Supplier in this Supplier Agreement. The Supplier shall, if requested by SBFM, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with SBFM, if so requested) protecting the Confidential Information of SBFM and the Client, in terms approved by SBFM and where the Supplier is a Party to such agreements, shall take all steps necessary to enforce such agreements.

12.3. The Supplier shall not publicise or disclose the existence or content of this Supplier Agreement, its relationship with SBFM, or SBFM's relationship with the Client, without the prior written agreement of SBFM.

12.4. The Supplier shall not, without the prior written approval of SBFM, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Services, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to this Supplier Agreement.

12.5. The Confidential Information of SBFM shall include all Works and all Intellectual Property Rights arising from the execution of this Supplier Agreement.

12.6. Any Confidential Information shall be returned to SBFM or deleted by the Supplier at the request of SBFM.

13. Data Protection

13.1. The definitions set out below apply to this clause 13.

13.2. In this clause 13, "Controller", "data subject", "personal data", "personal data breach", "process", "processor" and "supervisory authority" shall for the purposes of this Data Protection clause have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), and any other applicable Country legislation (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force from time to time and all other applicable laws and regulations, relevant industry codes of practice and guidance issued by the relevant Country authorities in relation to the processing of personal data ("GDPR"). References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time.

13.3. The Parties agree that it will be necessary for SBFM to provide certain limited personal data to the Supplier which is required to allow the Supplier to provide the Services. It is not intended by the Parties that the Supplier should be treated as the "processor" of such personal data for the purposes of GDPR and shall be the "controller" of any such data it receives.

13.4. Each Party undertakes that it will comply with all its obligations as a controller under the GDPR in relation to any personal data received by it from the other Party or relating to the other Party in connection with the Services.

13.5. Notwithstanding Clause 13.3, to the extent the Supplier processes personal data for SBFM or the Client in connection with the Services, the Parties shall comply with the below obligations set out in clauses 13.5.1 to 13.5.7:

13.5.1 Processing instructions and requirements

In the event the Supplier processes personal data of SBFM or the Client in connection with the Services, the Parties agree that, for the purposes of the GDPR and this Supplier Agreement, the Supplier shall be the processor of SBFM.

The Parties have set out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects in the table below (which may be updated by agreement of the Parties in writing from time to time):

Subject-matter of the processing	The performance of the Services
Duration of the processing	The term of this Supplier Agreement and for such further time as the Parties shall agree in writing.
Nature and purpose of the processing	As required for the performance of the Services

Type(s) of personal data	Name, contact details, email addresses as required for the performance of the Services
Categories of data subjects	Client information

In relation to such processing, the Supplier shall:

- only process the personal data on documented instructions from SBFM as set out in this Supplier Agreement or in writing from time to time;
- immediately inform SBFM if, in its opinion, an instruction infringes the GDPR or other EU or EU Member State data protection provisions; and
- not make independent use of the personal data and only process the personal data to the extent, and in such a manner, as is necessary for the purposes of this Supplier Agreement.

13.5.2 *Technical requirements*

In relation to such processing, the Supplier shall at its own cost:

- implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 of the GDPR (security of processing) in relation to the personal data;
- implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable SBFM to comply with SBFM's obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
- comply with the GDPR; and
- comply with the Client and SBFM's policies notified from time to time.

13.5.3 *Personnel and sub-processors*

The Supplier shall at all times at its own cost:

- ensure the reliability of its employees, staff, other workers and agents and any subcontractors or agents who are engaged in the provision of the processing from time to time ("Supplier's Personnel") including by the provision of adequate training and ensure their compliance with the GDPR;
- ensure that all Supplier's Personnel who process the personal data:
- keep the personal data confidential;
- do not make independent use of the personal data; and
- have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality; notwithstanding any other provision of this Supplier Agreement, not engage any sub-processors or allow access to the personal data to any third Party without prior specific written authorisation of SBFM;
- inform SBFM in advance of any proposed changes to sub-processors and allow SBFM an opportunity to discuss and object; and
- procure that any and all sub-processors are subject to terms equivalent to the terms of this contract including equivalent data protection and confidentiality obligations as those imposed on the Supplier.

13.5.4 *Assistance*

The Supplier shall at its own cost:

- notify SBFM within 24 hours if it receives a request from a data subject for access to that person's personal data; and
- not respond to any requests from data subjects or third Parties without SBFM's consent;
- provide such assistance, co-operation and information as SBFM requires within timescales provided by SBFM to enable SBFM to ensure compliance with the GDPR including without limitation with respect to:
 - I. security of processing;
 - II. data protection impact assessments;
 - III. consultation with the supervisory authority; and
 - IV. any actions to be taken in respect of personal data breaches.

13.5.5 *Breach*

The Supplier shall at its own cost in the event of a suspected or actual personal data breach or complaint:

- notify SBFM immediately and in any event within 4 hours of becoming aware;
- immediately and in any event with within 4 hours of becoming aware provide SBFM with all information, assistance and cooperation required by SBFM to enable SBFM to comply with the GDPR;
- promptly undertake such actions as are required by SBFM in order to remedy any defect or potential breach of the

Supplier's obligations.

13.5.6 Deletion and records

The Supplier shall at its own cost:

- at SBFM's option either securely delete or return all the personal data to SBFM promptly and in any event within 12 hours after the end of the provision of personal data processing services or termination of the Supplier Agreement and securely delete existing additional copies;
- make available to SBFM all information, assistance and cooperation required by SBFM to demonstrate compliance with this Supplier Agreement and the GDPR and permit and contribute to audits, including inspections, conducted by SBFM or an auditor appointed by SBFM; and
- maintain a written record of all categories of processing activities carried out on behalf of SBFM, containing the information required by the GDPR, and make the record available to SBFM upon request.

13.5.7 Transfers abroad

The Supplier shall not without the prior written consent of SBFM disclose or transfer the personal data outside the country in which the Services are performed.

14. Non-Solicitation

14.1. In order to protect the value of SBFM's client contacts, the Supplier undertakes, in relation to any services similar or connected to the Services, during the term of this Supplier Agreement and for 12 months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the Client. Should the Client approach the Supplier, the Supplier will refuse any such approach and refer the Client to SBFM. If the Client will only deal with the Supplier, the Supplier shall pay to SBFM a commission of an amount equal to the amount that SBFM would have earned on the transaction had the supply been made through SBFM.

15. Liability, Insurance and Indemnity

15.1. The Supplier shall be liable for and shall indemnify and keep indemnified SBFM, its directors, officers, employees and agents or any relevant SBFM Group Company ("Indemnified Parties") from and against liability or damage claims which are brought against or incurred or suffered by an Indemnified Party due to breach of this Supplier Agreement by the Supplier, its employees, directors, contractors or agents activities in relation to this Supplier Agreement. The Supplier shall not be liable for indirect and consequential damages. The Supplier's general liability shall be limited to the total annual Order value. If individual assignments' value is higher than the total annual Order value, then the Supplier's liability shall be limited up to such higher amount. Additionally, SBFM reserves the right to request a different liability limitation threshold and/or additional securities from the Supplier if required by the Client, in particular for assignments associated with high hygiene standards, data centres or similar. The limitation of the Supplier's liability shall not apply in cases of (i) death or personal injury or (ii) negligence or wilful misconduct. Subject to obtaining the prior written consent of SBFM, each Indemnified Party and the Client shall be entitled, in their own right to the benefit of and to enforce the provisions of this clause 15.1.

15.2. Subject to Clause 15.4, SBFM shall not be liable to the Supplier, or to any of the Supplier's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Supplier's employees or other staff. Subject to Clause 15.3, the Supplier shall indemnify and keep indemnified the Indemnified Parties from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party in connection with such claim.

15.3. The indemnities in Clauses 15.1 and 15.2 shall not apply to any damages, losses, liabilities, costs and expenses:

15.3.1. to the extent caused by the negligence or wilful act or omission of SBFM; and

15.3.2. to the extent caused by any breach or non-performance by SBFM of this Supplier Agreement.

15.4. Nothing in this Supplier Agreement shall exclude or restrict the liability of either Party to the extent prohibited by law and in particular nothing in this Supplier Agreement shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.

15.5. The Supplier shall take out and keep in force with reputable insurance companies authorised to do

business where the Services are provided suitable insurance covers, including General Liability insurance and other insurance that may be required or advisable to cover its potential liabilities under this Supplier Agreement and shall demonstrate evidence of the same to SBFM at all reasonable times. Unless otherwise stated in the Order, the amount for each type of insurance shall be no less than GBP1,000,000.00 per incident (or in each case an equivalent amount in the local currency where Services are ordered), unless SBFM agrees in writing to a different figure.

15.6. The insurance policies specified in Clause 15.5 shall not have any unusual or onerous conditions, exclusions or limitations which may detrimentally affect the Supplier's ability to make a claim.

15.7. The Supplier shall ensure that SBFM's interest is noted on each insurance policy.

15.8. The Supplier must, prior to commencing the Services, ensure that the current copies of such insurance Certificate(s) are provided to SBFM. On written request of SBFM, the Supplier shall produce to SBFM satisfactory evidence of the insurance arrangements in this Clause 15 within twenty-four hours of being so requested.

15.9. If the Supplier is in breach of its obligations under this Clause 15, SBFM may take out all or some of such insurances to cover equivalent risks and SBFM may deduct from any sums due to the Supplier or otherwise recover from the Supplier the costs and expenses incurred.

15.10. The Supplier shall during the term of this Agreement and for a period of twenty-four months thereafter:

15.10.1. maintain the insurance policies stipulated in Clause 15.5 above;

15.10.2. refrain from any acts that may invalidate the insurance policies or prejudice SBFM's entitlement or any other interests of SBFM concerning the insurance policies; and

15.10.3. procure that the terms of such insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for SBFM.

16. Goods and Materials supplied by the Supplier

16.1. All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest Country Standards (or where appropriate, applicable standards in the country where the Services are provided), all applicable laws and regulations) and where applicable the Main Agreement.

16.2. The Supplier shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to SBFM and the Client, or shall be capable of transfer to SBFM or the Client.

17. Ownership, Title and Risk

17.1. Ownership and title in all products, goods and materials supplied under this Supplier Agreement shall pass to SBFM on delivery.

17.2. Ownership and title in items issued to the Supplier on a "free issue" basis by SBFM shall remain with SBFM at all times. Risk of loss of or damage to any such items shall pass to the Supplier on delivery and shall remain at the Supplier's risk until returned to the custody of SBFM. The Supplier shall be responsible for all costs of replacement or repair of items lost or damaged prior to their return to SBFM.

18. Site Attendance

18.1. If the Supplier is required to attend the Site for any activity whatsoever, it is a condition of this Supplier Agreement that it and all of its employees, agents and contractors have read, understood and fully comply with the SBFM Health and Safety Rules for Contractors (which is available upon request) and any applicable rules of the Client, prior to and during the execution of any services on Site.

18.2. The Supplier is responsible for arranging access to the Site. This must be arranged by the Supplier through a SBFM representative at least 48 hours prior to a visit. SBFM will not be held responsible for any costs incurred by the Supplier for failure to arrange access. SBFM cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

19. Supervision

19.1. At all times during the carrying out of the Services the Supplier shall provide all necessary supervision to ensure the proper execution of the Services in accordance with the terms of this Supplier Agreement and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Supplier.

19.2. The Supplier shall provide such evidence as SBFM may reasonably require relating to the suitability and competence of any person employed by the Supplier in the performance of the Services. SBFM shall have the right to require the Supplier to provide a competent substitute for any person so employed who in SBFM's opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should the Supplier be unable to satisfy SBFM that in SBFM's reasonable opinion any person is suitable, then SBFM will have no alternative but to refuse entry and/or commencement of the Services and/or cease the progress of the Services. In these circumstances, SBFM shall not be responsible for any abortive or additional costs the Supplier may incur as a result. Furthermore, should SBFM incur any costs, either itself or from third Parties (including the Client), then such costs will be deducted from the Supplier in accordance with Clause 4.10.

20. Termination

20.1. Without prejudice to SBFM's other rights and remedies, the Supplier's engagement under this Supplier Agreement may be terminated by SBFM in the following circumstances: -

20.1.1. upon giving the Supplier not less than 1 month's prior written notice at any time;

20.1.2. by written notice with immediate effect if the Supplier has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within 3 Working Days of it being levied;

20.1.3. by written notice with immediate effect if the Supplier stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or suspends or ceases or threatens to suspend or cease to carry on its business;

20.1.4. by written notice with immediate effect if a secured lender to the Supplier takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;

20.1.5. if any event analogous to any of the circumstances described in sub-Clauses 20.1.2 to 20.1.4 (inclusive) above shall occur in any jurisdiction in which the Supplier is incorporated, resident or carries on business;

20.1.6. by written notice with immediate effect if the Supplier is in breach of any of its obligations under this Supplier Agreement and, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 Working Days of receipt of a request to do so.

20.2. Notwithstanding Clause 20.1 above, this Supplier Agreement shall automatically terminate in the event that SBFM's engagement under the Main Agreement is terminated.

20.3. Notwithstanding any other provision of this Supplier Agreement, in the event of or in anticipation of any termination of this Supplier Agreement for any default of or matter affecting the Supplier including (without limitation) pursuant to Clause 20.1.2 or 20.1.3, SBFM reserves the right to withhold or suspend payment to the Supplier until such time as SBFM has assessed (i) the additional cost to SBFM of completing the Services (or arranging for a third Party to complete the Services), (ii) any other costs and liabilities incurred by SBFM in connection with the termination, (iii) the quality and value of the Services carried out by the Supplier up to the date of termination in connection with this Supplier Agreement and (iv) any other issues that SBFM considers require SBFM's assessment in connection with the Services and/or this Supplier Agreement. In accordance with Clause 4.10, SBFM shall be entitled to set off against any sums that are due to the Supplier any amounts calculated in accordance with this Clause 20.3 and any other amounts owed to SBFM by the Supplier whether under this Supplier Agreement or any other contract or order or arrangement between the Parties.

20.4. SBFM shall not be liable to the Supplier for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage in the event that SBFM terminates this Supplier Agreement in accordance with this Clause 20 or any

other right of termination.

20.5. Termination, howsoever, caused shall not affect:

20.5.1. any right or liabilities which have accrued prior to the time of termination;

20.5.2. the continuance in force of any provision of this Supplier Agreement which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, Clause 3 (Main Agreement), Clause 5 (The Supplier's General Obligations), Clause 10 (Intellectual Property Rights), Clause 11 (Staff Transfers), Clause 12 (Confidentiality), Clause 15 (Liability, Insurance and Indemnity), Clause 16 (Goods and Materials supplied by the Supplier),

Clause 20.3(Termination), Clause 20.4 (Termination), Clause 20.5 (Termination), Clause 20.6 (Termination), Clause 21 (Open Book Policy and Audit Rights) Clause 23 (Third Party Rights), Clause 25 (Severability) and Clause 29 (Applicable Law)) .

20.6. On termination of the engagement of the Supplier for any reason, the Supplier shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition the Supplier shall deliver to SBFM all Confidential Information of SBFM and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

21. Open Book Policy and Audit Rights

21.1 The Supplier shall conduct all dealings with SBFM on a fully open book basis. When requested to do so the Supplier will provide SBFM any further detailed information relating to any quotation or Order that SBFM may reasonably require.

21.2 SBFM further reserves the right to audit, both financially and operationally, the Supplier, with reasonable notice and at a time of the SBFM's choosing. SBFM will give the Supplier ten days prior written notice of SBFM's intention to undertake an audit.

21.3 For any audit, the Supplier shall grant to SBFM unlimited right of access to any of the Supplier's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to this Supplier Agreement or any specific Order(s).

21.4 SBFM undertakes to hold any information provided by the Supplier in relation to this Clause as confidential and not to make the information available to any third Party, except for the Client, without the express written consent of the Supplier. SBFM further undertakes not to use the information for purposes other than to confirm compliance by the Supplier with this Supplier Agreement or any specific Order. Should SBFM have reasons that the Supplier is in breach of any aspect of this Supplier Agreement or any specific Order, SBFM reserves the right to carry out an unannounced audit.

21.5 Following an audit, SBFM may discuss its findings with the Supplier and, if appropriate, the Parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the Parties fail to agree on a remedial plan, either Party may escalate the matter in accordance with the dispute resolution procedure outlined in Clause

27. If an audit demonstrates that the Supplier is failing to comply with any of its obligations under this Supplier Agreement or any specific Order, then, without prejudice to the other rights and remedies of SBFM, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to SBFM. If an audit demonstrates that the Supplier has overcharged SBFM for the provision of the Services then, within 10 Business Days of such demonstration, the Supplier shall pay to SBFM an amount equal to the amount so overcharged.

22. Step-in

22.1. SBFM at its sole discretion may, in lieu of giving notice of termination under Clause 20.1.3, by written notice to the Supplier Agreement remove from the scope of the Supplier any portion or portions of the Services and may elect to either step-in itself or appoint third Parties to complete and maintain such portion(s). In such event SBFM may recover the reasonable costs associated with the step-in or appointment under this Clause from monies otherwise due or becoming due to the Supplier, or otherwise recovered as an outstanding debt to SBFM. The Supplier shall have no right or claim against SBFM in respect of this Clause.

23. Third Party Rights

23.1. Except as provided in Clause 11, Clause 15 and this Clause 23, no provision of this Agreement shall be enforceable by any person who is not a Party to it.

23.2. This Agreement is entered into for the benefit of SBFM and all SBFM Group Companies ("the Group"). Each member of the Group shall be entitled, in its own right to enforce all provisions for the benefit of SBFM, as if such provisions were expressed to be for the benefit of the relevant member of the Group in each case, to the extent determined by SBFM in its absolute discretion from time to time.

23.3. SBFM shall be entitled (but not required) to bring actions against the Supplier for losses, costs, expenses and liabilities incurred by members of the Group in connection with the matters referred to in Clause 23.2 and in those circumstances, such amounts shall be treated as the losses, costs, expenses and liabilities of SBFM.

23.4. The Parties shall not be required to notify or obtain the consent of any third Party in order to rescind or vary this Agreement or any provision of it. No third Parties may assign or otherwise transfer any of their rights referred to in this Clause 23.

24. Assignment and Supplier Agreement

24.1. SBFM may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under this Supplier Agreement.

24.2. The Supplier shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under this Supplier Agreement, nor purport to do so.

24.3. The Supplier shall not Supplier Agreement, sub-let or otherwise delegate the performance of the Services without the prior written consent of SBFM. Such consent, if given, shall in no way relieve the Supplier of its responsibilities under this Supplier Agreement.

25. Severability

25.1. If any one or more provisions of this Supplier Agreement shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the Parties hereby undertake to make such modifications.

26. Bribery, Corrupt Practices & Anti-Slavery

26.1. Supplier represents, warrants and undertakes to SBFM, the SBFM Group Companies and the Client and Client Affiliates (for the purposes of this Clause 26, the "Assured Parties") that the Supplier and the Supplier's officers, employees, agents, consultants, subcontractors and Affiliates shall:

26.1.1. comply with SBFM's Anti-Bribery Policy and Anti-Slavery Policy provided to the Supplier as part of the on boarding processes amended from time to time, and any other compliance policies notified to the Supplier by SBFM from time to time ("Relevant Policies");

26.1.2. comply with all applicable laws, statutes, regulations, and codes from time to time in force relating to: (i) anti-bribery and anti-corruption including in the U.S. the Foreign Corrupt Practices Act and in the UK the Bribery Act 2010; and (ii) antislavery and human trafficking including the Modern Slavery Act 2015 ("Relevant Laws");

26.1.3. immediately notify SBFM (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);

26.1.4. not engage in any activity, practice or conduct which would constitute an offence under the Relevant Laws;

26.1.5. within two months of the date of this Supplier Agreement, and annually thereafter, certify to SBFM in writing signed by an officer of the Supplier, compliance with this Clause 26 by the Supplier and all persons associated with it under Clause

26.1.6. The Supplier shall provide such supporting evidence of compliance as SBFM may reasonably request; and

26.1.6. ensure that any person associated with the Supplier, including any supplier or subcontractor of the Supplier, who is performing services in connection with this Supplier Agreement does so only on the basis of a written contract which includes terms at least as onerous as those imposed on the Supplier in this Clause 26 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to SBFM for any breach by such persons of any of the Relevant Terms.

26.2. The Supplier represents and warrants that at the date of this Supplier Agreement neither the Supplier nor any of its officers, employees or other associated persons:

26.2.1. has been convicted of any offence involving slavery or human trafficking; and

26.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

26.3. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Relevant Policies.

26.4. It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Supplier Agreement no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.

26.5. Notwithstanding any other provisions to the contrary, the Assured Parties may suspend or terminate this Supplier Agreement for material breach which is not capable of remedy in accordance with Clause 20.1.3 on becoming aware of information that gives it a factual basis to conclude that Supplier or any of its officers, employees, agents, consultants, subcontractors or Affiliates has violated or caused the Assured Parties to violate the Relevant Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Services to which the conduct breaching the Relevant Laws relates and Supplier shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

27. Disputes

27.1. In the event of any dispute arising out of or in connection with this Supplier Agreement the following procedures shall apply:

27.1.1. in the first instance the matter shall be referred to the SBFM operational representative and the Supplier's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.

27.1.2. in the event that the dispute is not resolved in accordance under Clause 27.1.1 within 20 Working Days the dispute shall be referred to SBFM's business unit leader of the relevant business and the Supplier's representative of equivalent status.

27.1.3. in the event that the dispute is not resolved in accordance under Clause 27.1.2 within 20 Working Days the dispute shall be referred to the Managing Directors of each Party.

27.1.4. Failing any agreement having been reached within a further period of 20 Working Days either Party shall have the right to refer such dispute to the County courts in accordance with Clause 29.

28. General

28.1. Any notices sent under this Supplier Agreement must be in writing and may be served by personal delivery, by hand, or by sending the notice by registered post at the address given above or at such other address as the relevant Party may give for the purpose of service of notices under this Supplier Agreement.

28.2. This Supplier Agreement and any documents referred to in it contains the entire agreement between the Parties in relation to the subject matter of this Supplier Agreement to the exclusion of all other agreements and terms.

28.3. No variation of this Supplier Agreement shall be effective unless and until it is made in writing and signed by each of the Parties to this Supplier Agreement by their behalf by duly authorised representatives. For the purposes of this Clause, the expression "variation" includes any supplement, deletion or replacement however effected.

28.4. The failure to exercise or the delay in exercising, a right or remedy provided by this Supplier Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Supplier Agreement or law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

28.5. If any term of this Supplier Agreement shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from this Supplier Agreement and the validity and enforceability of the remaining terms of this Supplier Agreement shall not as a result in any way be affected or impaired.

28.6. Save as expressly provided in this Supplier Agreement, the rights and remedies provided by this Supplier Agreement are cumulative and (subject as otherwise provided in this Supplier Agreement) are not exclusive of any right or remedy provided by law. No exercise by a Party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.

28.7. Nothing in this Supplier Agreement shall constitute a partnership, joint venture, representative or agency relationship between the Parties to it or be construed or have effect as constituting any relationship of employer and employee between

the Parties. Neither Party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

29. Applicable Law

29.1. This Supplier Agreement and all matters arising from or connected with it are governed by the Applicable Law and, subject to Clauses 27 and 29.2, all disputes and claims arising out of or relating to this Supplier Agreement shall be subject to the exclusive jurisdiction of the Country courts to which the Parties irrevocably submit.

29.2. Notwithstanding Clause 29.1, it is agreed that SBFM shall have the right to take proceedings against the Supplier in any other court of competent jurisdiction and that the taking of proceedings in one or more jurisdictions by SBFM shall not prevent the taking of proceedings in any other jurisdiction, whether concurrently or otherwise.

30. Force Majeure

30.1. Notwithstanding anything in this Supplier Agreement to the contrary, if either Party is prevented, hindered or delayed from or in performing any of its obligations under this Supplier Agreement by an Event of Force Majeure, then it shall immediately notify the other of the same in writing as soon as reasonably practicable detailing the way in which and the extent to which its obligations are prevented or impeded by and the estimated duration of (to the extent practicable) such Event of Force Majeure as soon as reasonably practicable

30.2. The Party who has given such notice shall, provided the Event of Force Majeure arises, be excused from the performance or, as the case may be, punctual performance of its obligations under this Supplier Agreement for so long as the relevant Event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed without any such delay or non-performance constituting a breach of this Supplier Agreement or giving rise to any claim for loss, damages or other costs and expenses.

30.3. The Party relying on an Event of Force Majeure shall use its reasonable efforts consistent with its obligations under this Supplier Agreement to limit and/or eliminate the effects of such Event of Force Majeure upon its performance of this Supplier Agreement and shall notify the other Party as soon as reasonably practicable following cessation of the Event of Force Majeure.

30.4. As soon as practicable following the commencement of the Event of Force Majeure, the Party relying on the Event of Force Majeure shall enter into bona fide discussions with the other Party with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.



Standard Terms and Conditions of Purchase

Definitions:

In these Conditions the following expressions have the following meaning:

Client: The person who has engaged SBFM for the supply of the Goods.

Conditions: These standard terms and conditions.

Confidential Information: Any information relating to SBFM's or the Client's (or their respective associated companies') businesses which is not in the public domain or already in the possession of the Supplier.

Contract: The agreement between SBFM and the Supplier comprising these Conditions and the Order.

Goods: The goods, products or materials (including any instalment of the goods or any part of them) described in the Order (in the term includes any Bespoke Goods referred to in Clause 6).

Intellectual Property Rights: All patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind.

Order: The order issued by SBFM setting out the Goods required to be delivered by the Supplier and all other terms specific to the Goods, and includes all documents referred to in it.

SBFM: SBFM Limited or any affiliate which has issued the Order.

SBFM Contract Manager: The person notified from time to time by SBFM to the Supplier as the SBFM representative managing the Contract;

Site: The actual place or places where the Goods are to be delivered by the Supplier.

Specification: includes any specifications, samples, plans, drawings, data or other information against which the Goods are to be supplied;

Supplier: The person to whom the Order is addressed.

Warranty Period: the longer of (i) 12 months from the Company's acceptance or, if later, the installation/commissioning of the Goods; (ii) any period specified as such in the Contract; or (iii) any period implied by law during which the Goods should remain of satisfactory quality.

Working Day: A day other than a Saturday or Sunday or public holiday in the country where the Goods are performed.

1. General

1.1. The headings to these Conditions of this Contract are for convenience only and will not affect its construction or interpretation.

1.2. In these Conditions:

1.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;

1.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;

1.2.3. a reference to a clause is a reference to a clause or sub-clause of these Conditions;

1.2.4. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and

1.2.5. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.

1.3. In the event of any conflict whatsoever between these Conditions and any part(s) of the Order and associated documentation, the terms of these Conditions shall prevail.

1.4. Following the issuing of an Order the Contract shall be formed, and a binding contract shall exist to supply the Goods, on the earlier of the Supplier indicating its acceptance of the Order (e.g. by a written or oral order confirmation) or commencing performance of the Order. For the avoidance of doubt unless otherwise agreed in writing SBFM does business

only on these Conditions and any Supplier who makes offers to SBFM or accepts offers made or orders placed by SBFM (whether expressly or by performance) shall be deemed to accept these Conditions to the exclusion of all others including the Supplier's own business terms.

2. Price & Payment

2.1. The total price to be paid for the Goods shall be the sum stated on the Order. Unless otherwise stated in the Order, the price will be:

2.1.1. a lump sum price for the entire Goods;

2.1.2. fully fixed for the duration of the Contract;

2.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, offloading to the Site and any duties, imposts or levies other than tax;

2.1.4. exclusive of any applicable tax (which shall be payable by SBFM subject to receipt of a tax invoice).

2.2. The Supplier shall be entitled to invoice SBFM on or after the delivery of all the Goods.

2.3. Each invoice issued under this Contract must be supplied in the format required by SBFM and will in any event contain the following information:

2.3.1. the number of the Order;

2.3.2. the address of the Site to which the Goods are to be delivered;

2.4. Invoices must be presented to SBFM within 30 days of the Goods being delivered. Any invoice received after 60 days of the Goods being delivered will not be accepted by SBFM.

2.5. Unless otherwise stated in the Contract, SBFM shall pay correctly submitted invoices within forty five days after the end of the month of receipt by SBFM of such invoice or, if later, after acceptance by SBFM of the Goods to which the invoice relates.

2.6. SBFM shall be entitled to set off against the price any sums owed to SBFM by the Supplier whether under the Contract or any other contract or order or arrangement between the parties, or otherwise recovered as an outstanding debt to SBFM.

2.7. If SBFM fails to make any payment when due, the Supplier shall be entitled to be paid compensation and charge simple interest on the overdue amount at a rate of 3% above the sterling base rate from time to time of Barclays Bank plc which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Supplier.

3. The Supplier's General Obligations

3.1. The Supplier shall comply with all applicable regulations, standards or other legal requirements concerning the manufacture, packing and delivery of the Goods both in the country of manufacture and the country where Goods are delivered.

3.2. A packing note quoting the Order number must accompany each delivery or consignment and must be displayed prominently.

3.3. The Goods shall be marked in accordance with SBFM's instructions, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.4. SBFM shall be entitled to reject any Goods delivered that are not in accordance with the Contract and shall not be deemed to have accepted any Goods until SBFM has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Any rejected Goods may be returned to the Supplier by SBFM at the Supplier's cost and risk and no payment for them shall be due from SBFM. SBFM may impose a reasonable charge for handling, storing and returning any of the Goods over delivered or otherwise rejected.

3.5. The Supplier shall supply SBFM in good time with any instructions or other information required to

enable SBFM to accept delivery of the Goods.

3.6. The Supplier shall not unreasonably refuse any request by SBFM to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide SBFM or their nominated representative with all facilities reasonably required for inspection and testing.

3.7. The Supplier shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Goods shall extend to SBFM and the Client or shall be capable of transfer to SBFM or the Client.

3.8. Once delivered Goods shall not be removed from Site without SBFM's consent.

3.9. It shall be the duty of the Supplier to:

3.9.1. ensure that the Goods are safe and without risks to health when properly used;

3.9.2. carry out or arrange for the carrying out of such testing, examination and repair as may be necessary for the performance of the duty imposed on them by the preceding paragraph;

3.9.3. take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which it is designed or intended and has been tested, and about any condition necessary to ensure that, when put to use, will be safe and without risks to health;

4. Warranties

4.1. The Supplier warrants that the Goods:

4.1.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for the purpose held out by the Supplier or made known to the Supplier at the time the Order is placed;

4.1.2. will be free from any defects in design, material and workmanship;

4.1.3. will correspond with any relevant Specification or sample;

4.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods;

4.1.5. will comply with all relevant country standards;

4.1.6. will comply fully with the terms and requirements of the Contract.

4.2. Without prejudice to any other remedy, if any Goods are not supplied in accordance with the Contract then SBFM shall be entitled:

4.2.1. to require the Supplier to supply replacement Goods in accordance with the Contract within 5 days;

4.2.2. at SBFM's sole option, and whether or not SBFM has previously required the Supplier to repair the Goods, to treat the Contract as discharged by the Supplier's breach and require repayment of any part of the Price which has been paid;

4.2.3. to require the Supplier to rectify at its own expense any defects or other faults which shall appear within a period of twelve calendar months from the completion by the Supplier of the Order, in any materials or workmanship in connection with the execution of the Order.

4.2.4. if the Supplier shall fail to make good defects or other faults promptly as aforesaid, SBFM may engage others to carry out the necessary work and the Supplier shall indemnify SBFM against the cost thereof.

5. Delivery

5.1. The Goods shall be delivered in accordance with the dates stated on the Order during SBFM's usual business hours. If no dates are stated on the Order, then the Goods are to be delivered at times agreed with SBFM's Contract Manager. No Goods are to be delivered without the prior permission of the SBFM Contract Manager or other senior representative of SBFM.

5.2. Ownership and title in the Goods supplied under the Contract shall pass to SBFM on delivery.

5.3. If at any time the Supplier finds that he will be unable to deliver the Goods on the specified date the Supplier will notify SBFM in writing. Such notification shall not prejudice the rights of SBFM under the Contract

and in particular SBFM reserves the right to cancel without prior notice part or the whole of the Order which is not delivered on the due date.

5.4. All timescales and dates in an Order must be met by the Supplier. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle SBFM to terminate the Contract without affecting any other of SBFM's rights or remedies.

6. Intellectual Property Rights

6.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by SBFM in connection with the Contract shall remain at all times vested in, and the property of, SBFM. Where the Goods are specifically produced or developed by the Supplier for SBFM ("Bespoke Goods"), all Intellectual Property Rights in such Bespoke Goods shall be the exclusive property of SBFM.

6.2. The Supplier hereby assigns (or shall procure the assignment) to SBFM absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Bespoke Goods for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Bespoke Goods. At the request of and at no additional cost to SBFM, the Supplier shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Bespoke Goods in SBFM.

6.3. The Supplier shall indemnify and keep indemnified SBFM and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Bespoke Goods by SBFM or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.

6.4. The parties agree that the Bespoke Goods (and all other things in which SBFM holds the Intellectual Property Rights pursuant to clause 6.1):

6.4.1. may only be used by the Supplier as necessary to perform the Contract; and

6.4.2. shall not be made available to any third party without SBFM's prior written consent.

7. Confidentiality

7.1. The Supplier shall not during or after termination of this Contract use (other than in the performance of this Contract) or disclose to any other person any Confidential Information of SBFM or the Client, except that any obligations contained in this clause shall not prevent any disclosure of:

7.1.1. Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such; or

7.1.2. SBFM's Confidential Information where the Supplier has obtained the prior written consent of SBFM to such disclosure.

7.2. The Supplier acknowledges the importance of protecting the confidentiality of SBFM's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of the Supplier in this Contract. The Supplier shall, if requested by SBFM, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with SBFM, if so requested) protecting the Confidential Information of SBFM and the Client, in terms approved by SBFM and where the Supplier is a party to such agreements, shall take all steps necessary to enforce such agreements.

7.3. The Supplier shall not publicise or disclose the existence or content of the Contract, its relationship with SBFM, or SBFM's relationship with the Client, without the prior written agreement of SBFM.

7.4. The Supplier shall not, without the prior written approval of SBFM, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Goods, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to the Contract.

7.5. The Confidential Information of SBFM shall include all know-how, patents, copyrights, design rights and any other intellectual property rights arising from the execution of the Contract.

7.6. Any Confidential Information shall be returned to SBFM or deleted by the Supplier at the request of SBFM.

8. Liability, Insurance and Indemnity

8.1. The Supplier shall be liable for and shall indemnify and keep indemnified SBFM and its directors, officers, employees and agents from and against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by SBFM arising out of or in connection with the Supplier's breach of the Contract or negligence or otherwise arising out of or in connection with the Supplier's, its employees, directors, Suppliers or agents activities in relation to the Contract, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business and (iv) any indirect or consequential loss or damage, in each case whether suffered by SBFM, the Client or any other third party.

8.2. Subject to clause 8.4, SBFM shall not be liable to the Supplier, or to any of the Supplier's employees, agents or Suppliers, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Supplier's employees or other staff. Subject to clause 8.3, the Supplier shall indemnify and keep indemnified SBFM and its directors, officers, employees and agents from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by SBFM in connection with such claims.

8.3. The indemnities in clause 8.1 and 8.2 shall not apply to any damages, losses, liabilities, costs and expenses:

8.3.1. to the extent caused by the negligence or wilful act or omission of SBFM; and

8.3.2. to the extent caused by any breach or non-performance by SBFM of this Contract.

8.4. Nothing in this Contract shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in this Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977, or for fraudulent misrepresentation or other fraud.

8.5. The Supplier shall take out and keep in force suitable Employers Liability, Public and Products Liability insurance and other insurance that may be required against its liabilities under the Contract and shall demonstrate the same to SBFM at all reasonable times. The amount for each type of insurance shall be no less than £5,000,000.00 (or an equivalent amount in the local currency where Goods are ordered) unless SBFM agrees in writing to a lower figure. Where the Goods involve design, then the Supplier shall also take out and keep in force Professional Indemnity insurance with an amount of no less than £5,000,000.00 (or an equivalent amount in the local currency where Goods are ordered).

8.6. The Supplier must, prior to commencing the Goods, ensure that the current copies of his insurance Certificate(s) are held by SBFM.

9. Termination

9.1. SBFM may without liability cancel the Contract with immediate effect in whole or part by notice to the Supplier at any time prior to delivery of the Goods or any part thereof. In relation to a partial cancellation, SBFM shall remain liable to pay for those Goods which have not been cancelled but otherwise no cancellation charges of any kind will be payable by SBFM.

9.2. Additionally, SBFM may terminate the Contract in the following circumstances: -

9.2.1. by written notice with immediate effect if the Supplier has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within 3 Working Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Supplier is incorporated, resident or carries on business;

9.2.2. by written notice with immediate effect if the Supplier is in breach of any of its obligations under this Contract and, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 10

Working Days of receipt of a request to do so.

9.3. On termination the Supplier shall deliver to SBFM all Confidential Information of SBFM and the Client relating to the Goods. Furthermore, the Supplier shall also immediately return all Specifications supplied by or created for SBFM and any other information or materials which belong to or were supplied by SBFM.

9.4. SBFM shall not be liable to the Supplier for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage in the event that SBFM terminates the Order in accordance with this clause 9.

9.5. Termination, howsoever, caused shall not affect:

9.5.1. any right or liabilities which have accrued prior to the time of termination;

9.5.2. the continuance in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 3 (The Supplier's General Obligations), clause 4 (Warranties), clause 6 (Intellectual Property Rights), clause 7 (Confidentiality), clause 8 (Liability, Insurance and Indemnity), clause 9.3 (Termination), clause 9.4 (Termination), clause 9.5 (Termination), clause 10 (Third Party Rights), clause 12 (Severability) and clause 15 (Applicable Law)).

10. Third Party Rights

No person who is not a party to the Contract shall have any rights under the Contract to enforce any term of the said Contract.

11. Assignment and Contracting

11.1. SBFM may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under the Contract.

11.2. The Supplier shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Contract, nor purport to do so.

11.3. The Supplier shall not sub-contract, sub-let or otherwise delegate its obligations under the Contract without the prior written consent of SBFM. Such consent, if given, shall in no way relieve the Supplier of its responsibilities under the Contract.

12. Severability

12.1. If any one or more provisions of the Contract shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

13. Bribery and Corrupt Practices

13.1 Supplier represents, warrants and undertakes to SBFM and the Client or the affiliates of SBFM or the Client (for the purposes of this Clause 13, the "Assured Parties") that neither it nor its officers, employees, agents, consultants, subcontractors or affiliates in connection with the Goods or with any other business transactions with the Assured Parties, has made or shall make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to: any government official or employee (including employees of a government corporation or public international organisation); any political party or candidate for public office; or any other person, if to do so would violate or cause the Assured Parties to be in violation of any applicable law.

13.2 It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Contract no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.

13.3 The Supplier warrants that:

13.3.1 it is not a government official or affiliated with any government official;

13.3.2 it has not engaged and shall not engage in conduct in breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or other analogous applicable anti-bribery and corruption legislation (together the "Bribery Laws");

13.3.3 it shall not violate or cause SBFM, the Client or an affiliate of Owner or SBFM to violate the Bribery Laws;

13.4 Notwithstanding any other provisions to the contrary the Assured Parties may suspend or terminate this Contract for material breach which is not capable of remedy in accordance with Clause 9.2.2 on becoming aware of information that gives it a factual basis to conclude that Supplier or any of its officers, employees, agents, consultants, subcontractors or affiliates has violated or caused the Assured Parties to violate the Bribery Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Goods to which the conduct breaching the Bribery Laws relates and Supplier shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

14. Disputes

14.1. In the event of any dispute arising out of or in connection with the Contract the following procedures shall apply:

14.1.1. in the first instance the matter shall be referred to the SBFM Business Unit Manager and the Supplier's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation

14.1.2. in the event that the dispute is not resolved in accordance under clause 14.1.1 within 10 Working Days the dispute shall be referred to the Managing Directors of each party.

14.1.3. Failing any agreement having been reached within a further period of 10 Working Days the parties shall seek settlement of the dispute by mediation in accordance with the LCIA Mediation Rules, which are deemed to be incorporated by reference into this clause.

15. Applicable Law

15.1. This Sub-Contract shall be governed by and interpreted in accordance with the laws of England and Wales