



# **GENERAL CONDITIONS OF PURCHASE**

## 1. **DEFINITIONS**

1.1. In these Conditions the following words and phrases shall have the following meaning:

<b>“Agreement Personal Data”</b>	Personal Data which is to be Processed under the Contract, as more particularly described in the Data Processing Annex
<b>“Applicable Laws”</b>	<p>any:</p> <ul style="list-style-type: none"><li>(a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union);</li><li>(b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or</li><li>(c) legally binding industry code of conduct or guideline</li></ul> <p>in force from time to time which relates to the Contract and/or any products, Goods, and Services provided in connection with the Contract and/or the activities which are comprised in all or some of the Goods and/ or Services or the use or application of the output from the Goods and/ or Services</p>
<b>“Authorised Sub-Processors”</b>	the Sub-Processors authorised by Paragon to Process Agreement Personal Data to the extent set out in the relevant Data Processing Annex
<b>“Authority”</b>	any government, agency, regulator or prosecutor
<b>“Bespoke Premiums”</b>	a Premium for which the Supplier will arrange and be responsible for manufacture
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in the country in which the Paragon company placing the Purchase Order is based;
<b>“CFA”</b>	the Criminal Finances Act 2017
<b>“CFA Offence”</b>	an offence under section 45 or section 46 of the CFA

<b>“Conditions”</b>	the Conditions set out in this document together with any special terms agreed in writing (including by fax or email) between the Supplier and Paragon as specified on the Purchase Order
<b>“Confidentiality”</b>	preventing unauthorised access or disclosure
<b>“Contract”</b>	the contract for the sale and purchase of the Goods and the supply and acquisition of the Services formed in accordance with clauses 2.2 and 2.3
<b>“Control”</b>	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and <b>“Controls”</b> and <b>“Controlled”</b> will be construed accordingly
<b>“Data Processing Annex”</b>	<p>the applicable annex(es) agreed by the parties in writing (as amended and updated from time to time) in relation to the Contract which sets out:</p> <ul style="list-style-type: none"> <li>(i) in respect of the Agreement Personal Data: the subject-matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects;</li> <li>(ii) any Authorised Sub-Processors permitted to Process Agreement Personal Data in connection with the Agreement</li> </ul> <p>an example of which is set out in the Annex to these Conditions</p>
<b>“Data Protection Laws”</b>	<p>all Applicable Laws relating to data protection, the processing of personal data and privacy, including:</p> <ul style="list-style-type: none"> <li>(a) the General Data Protection Regulation (EU) 2016/679; and</li> <li>(b) the EU Directive on Privacy and Electronic Communications 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);</li> <li>(c) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000</li> </ul> <p>and references to <b>“Controller”</b>, <b>“Data Controller”</b>, <b>“Data Processor”</b>, <b>“Data Subjects”</b>, <b>“Personal Data”</b>, <b>“Process”</b>, <b>“Processed”</b>, <b>“Processing”</b>, <b>“Processor”</b> and <b>“Supervisory Authority”</b> have the meanings set</p>

out in, and will be interpreted in accordance with, such Applicable Laws

<b>“Data Security Incident”</b>	<p>(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or</p> <p>(b) any vulnerability in any technological and/or organisational measure(s) used to protect any Agreement Personal Data which may result in exploitation or exposure of that Agreement Personal Data</p>
<b>“Facilitation of Tax Evasion Offence”</b>	a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence, as those terms are defined in the CFA
<b>“Free Issue Materials”</b>	materials issued by Paragon to the Supplier free of charge pursuant to the Contract
<b>“Goods”</b>	the goods (including any instalment of the Goods or any part of them) described in a Purchase Order
<b>“Group”</b>	together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time
<b>“Insolvency Event”</b>	<p>(a) the Supplier (i) enters liquidation, a reconciliation procedure, restructuring plan or a bankruptcy petition is filed against it, (ii) a receiver, liquidator, administrator, trustee or an individual with a similar role is appointed over any of its assets or (iii) proposes to make any arrangement with its creditors;</p> <p>(b) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph (a);</p> <p>(c) the Supplier ceases, or threatens to cease, to carry on all or substantially the whole of its business;</p>
<b>“Integrity”</b>	safeguarding the accuracy and completeness of information and processing methods
<b>“Intellectual Property Rights”</b>	All intellectual and industrial property rights (including patents, know how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design

rights and unregistered trade marks, rights to prevent passing off or unfair competition, copyright, database rights, domain names, topography rights and any other rights in any invention, discovery or process) in all countries in the world and together with all renewals and extensions thereof

**“International Transfer”**

a transfer of Agreement Personal Data which is undergoing Processing, or which is intended to be Processed after transfer, to a country outside the countries that comprise the European Economic Area from time to time and, in the event that the United Kingdom (or any part of it) falls outside the European Economic Area, the countries that comprise the European Economic Area and the United Kingdom (or that part of it)

**“Paragon”**

means Paragon Global Brands Holdings Limited, company number 13802998 registered at Lower Ground Floor, Park House, 16-18 Finsbury Circus, London EC2M 7EB or such affiliate of Paragon Global Brands Holdings Limited which is party to the order or other purchase contract incorporating these terms and conditions

**“Premiums”**

promotional consumer products to be provided by the Supplier as described in a Purchase Order, including Bespoke Premiums and Stock Premiums

**“Press Pass”**

the visual inspection by Paragon of the Goods on the printing press used by the Supplier

**“Purchase Order”**

any purchase order issued by Paragon for the Goods or Services and which shall incorporate these Conditions

**“Recoverable Liabilities”**

all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis including legal and other professional costs and costs of enforcement), damages and expenses that the indemnified party does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified party by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis including legal and other professional costs and costs of enforcement), damages and expenses the indemnified party does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding

**“Returning Employees”**

persons listed in a schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly engaged in the provision of the Goods and/or Services immediately before the Subsequent Transfer Date

<b>“Services”</b>	the services (if any) described in Paragon’ Purchase Order
<b>“Specification”</b>	includes the technical specifications, plans, drawings, data or other information including all materials and information which explain the structure, type, design, operation and functionality of the Goods and Services referred to in or attached to the Purchase Order
<b>“Stock Premium”</b>	a Premium that has been pre-manufactured by a third party and purchased by the Supplier in its manufactured form (which may be personalised by the Supplier, for example, by the addition of a company logo to a pen)
<b>“Sub-Processor”</b>	any third party appointed by the Supplier to Process Agreement Personal Data
<b>“Subsequent Transfer Date”</b>	the date or dates on which there is a transfer of responsibility for the provision of the Goods and/or Services or part of the Goods and/or Services between the Supplier and Paragon and/or a New Supplier (as the case may be) or (if applicable under local law) the date on which the transferring employee consents to the transfer to Paragon or a New Supplier, whichever is the earliest;
<b>“Supplier”</b>	the seller or supplier of the Goods or Services;
<b>“Testing House”</b>	shall have the meaning given to such term in clause 5.9; and
<b>“TUD”</b>	The Transfer of Undertakings Directive (2001/23/EC) and any law or laws which implement TUD in a specific country (in all cases, as amended).

- 1.2. Any reference to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their construction or interpretation.
- 1.4. Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.5. In these Conditions the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.
- 1.6. Wherever under these Conditions Paragon's consent is required before the Supplier is permitted to do a particular act or thing, unless otherwise expressly provided, Paragon

is entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

- 1.7. In the event of any discrepancy between the English language version of these Conditions and the translated, local language version of these Conditions, the English language version shall prevail.

## **2. APPLICATION OF TERMS**

- 2.1. These Conditions apply to the Contract and shall not be modified or excluded in whole or in part unless a duly authorised representative of Paragon otherwise agrees in writing. For the avoidance of doubt any variation to the requirement for a written agreement must be agreed in writing by Paragon.
- 2.2. Subject to variation in accordance with clause 2.1 the Contract will be exclusively upon these Conditions, the terms set out in the Purchase Order and any Specification referred to in or attached to the Purchase Order to the exclusion of all and any other conditions or contractual provisions and all previous oral or written representations (whether in conflict with these Conditions or not) including any terms and conditions which the Supplier purports to apply in any quotation, form of acceptance, acknowledgement, delivery form, invoice or other document or to the extent permissible by local law, which are implied by trade, custom, practice or course of dealing. Paragon shall not be deemed to accept such other conditions or contractual provisions by failing to object to provisions contained in any such document.
- 2.3. Delivery of Goods, commencement of performance of the Services or, in respect of Premiums, acceptance by the Supplier of a Purchase Order, following receipt of these Conditions shall constitute and may be relied on by Paragon as conclusive evidence of the Supplier's acceptance of these Conditions.
- 2.4. Each quotation for the Goods and Services from the Supplier will be deemed to be an offer by the Supplier to sell the Goods and Services upon these Conditions. All quotations provided by the Supplier, including the price provision, will remain open for 30 days from its date. The Contract is only formed when a written acceptance of the quotation is served by Paragon on the Supplier in the form of a Purchase Order. No Contract will exist prior to service of such notice of acceptance.

## **3. SPECIFICATION AND QUALITY**

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject to the provisions of these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by Paragon to the Supplier or agreed in writing by Paragon. In accordance with clause 2.3, delivery of the Goods and/or commencement of performance of the Services shall constitute deemed acceptance by the Supplier of these Conditions, the contents of the Purchase Order and any applicable Specification supplied by Paragon.
- 3.2. Paragon may at any time make written changes to the Purchase Order including changes in the Specification, method of shipment, quantities, packaging or time or place of delivery. If such change results in an increase in the cost of, or time required for, the performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Paragon must approve any such claim or adjustment in writing before the Supplier proceeds with such changes.
- 3.3. Any Specification supplied by Paragon to the Supplier, or specifically produced by the Supplier for Paragon pursuant to the Contract, together with the copyright, design rights or any other Intellectual Property Rights in the Specification, shall be the exclusive property of Paragon. The Supplier shall not disclose to any third party or use

any such Specification except as required for the purposes of the Contract or to the extent that it is or becomes public knowledge through no fault of the Supplier.

- 3.4. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods and the performance of the Services including any implied conditions such as fitness for purpose and high quality together with all relevant quality/performance standards, shall operate a quality management system in relation to the Contract no less exacting than that required by ISO9001 and shall obtain at its expense all necessary consents, licences and permits required for performance of the Contract.
- 3.5. Paragon and its representatives will have the right to inspect and test the Goods any time prior to delivery and for this purpose the Supplier shall provide access to its premises and shall ensure that Paragon and its representatives have the right to access the premises of any third party during manufacture, processing or storage. The Supplier shall provide Paragon with all facilities reasonably required for inspection and testing. The Supplier shall upon request provide Paragon with all information relating to the Goods or the performance of the Services as Paragon may reasonably require and shall raise no objection to inspection of the Goods or of the performance of the Services by Paragon or its representatives. Paragon reserves the right to carry out a quality, environmental and information security audit of the Supplier's facilities.
- 3.6. If as a result of inspection or testing Paragon is not satisfied that the Goods or performance of the Services will comply in all respects with the Contract and Paragon so informs the Supplier within seven days of inspection or testing, the Supplier shall take all steps necessary to ensure compliance. Any failure of this obligation by the Supplier will be deemed a material breach which is not capable of remedy. Notwithstanding any such inspection or testing the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.
- 3.7. The Goods shall be marked in accordance with Paragon' instructions and any applicable regulations, quality assurance standards, or requirements of the carrier and shall be properly packed, stored and secured so as to reach their destination in an undamaged condition.

#### **4. PROOFS**

- 4.1. Unless otherwise stated in the Purchase Order the Supplier shall produce to Paragon at the time stated in the Purchase Order or otherwise agreed in writing between the parties a proof or proofs of the Goods for acceptance by Paragon prior to the Supplier producing the Goods (a "Proof").
- 4.2. Paragon will return such Proofs to the Supplier, with all corrections marked on the Proofs and such Proofs being signed by an authorised representative of Paragon. The Supplier shall ensure that all the corrections marked on the Proofs by or on behalf of Paragon are fully incorporated before production of the Goods. The Goods shall comprise materials substantially the same and of quality which is equal to or better than the material used in the Proofs. Paragon is entitled to reject any Goods which do not comply with these provisions.
- 4.3. All Press Passes must be attended by Paragon unless otherwise agreed between the parties. If further Press Passes are required as a consequence of default or breach of any term of the Contract, Paragon shall have the right to charge the Supplier for time and expenses at cost.
- 4.4. The Supplier must retain, for 90 days after acceptance of the Goods by Paragon,

printed sections of the Goods which may be audited by Paragon.

- 4.5. Retained printed sections must be taken from 1 section (sheet) in every 1000 metres or 1000 sheets for print runs of and below 50,000 metres or sheets, and 1 section (sheet) in every 2000 metres or 2000 sheets for print runs above 50,000. The retained printed sections must represent the full production run and may be used to audit the Supplier's responsibility to print to Specification, and/or proof and/or sample.
- 4.6. The Supplier shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by the Supplier, whether such information has been approved by Paragon or not, provided that such errors or omissions are not due to inaccurate written information given to the Supplier by Paragon.

## **5. PREMIUMS**

### **Scope**

- 5.1. The following clauses 5.2 to 5.20 shall apply where the Supplier is appointed as a non-exclusive supplier of Premiums to Paragon and shall hereinafter be referred to as the "**PremiumsConditions**".
- 5.2. The Premiums Conditions provide no commitment (either financial, volume of Premiums or otherwise) with regard to purchasing commitment by Paragon.

### **Order Process**

- 5.3. From time to time, Paragon may place orders with the Supplier for Premiums. When an order is placed, it shall only become binding on either party if and when Paragon issues to the Supplier a Purchase Order incorporating a purchase order number. The Purchase Order shall specify the price to be paid by Paragon for the Premiums and any Specifications and other details.

### **Payment**

- 5.4. Unless otherwise agreed in writing, payment for the Premiums is due within 90 days from the end of the month in which a correct and valid tax invoice in electronic form is received by Paragon or, if later, after acceptance of the Premiums by Paragon.

### **Specification and Quality**

- 5.5. Paragon relies upon the Supplier's expertise in the design, production, manufacture and quality control of Premiums. The Supplier shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by the Supplier, whether such information has been approved by Paragon or not, provided that such errors or omissions are not due to inaccurate written information given to the Supplier by Paragon.
- 5.6. The Supplier shall advise Paragon of all regulatory standards (for example, ISO standards and CE marking) that must be applied in respect of the Premiums ordered. The Supplier shall make all reasonable enquiries of Paragon to ensure the Supplier has enough information to definitively identify the relevant regulatory standards. The Supplier shall, unless directed to the contrary in writing, always source Premiums that comply in full with the required regulatory standards and are marked (to the extent applicable) with the regulatory marks.

- 5.7. The Supplier shall ensure the Premiums are supplied in accordance with the Specification provided by Paragon.

**Quality Assurance**

- 5.8. Unless specified to the contrary in a Purchase Order, the Supplier will be responsible for obtaining and validating the quality of the Premiums delivered by it pursuant to the Contract.
- 5.9. The Supplier shall contract with an organisation that specialises in the analytical, physical and performance testing of items at all stages in the design and manufacture of items the same as Premiums (including inspections of manufacturing facilities), such organisation having been specified or approved in writing by Paragon in advance (the “**Testing House**”).
- 5.10. In respect of each type of Bespoke Premiums ordered in a Purchase Order, the Supplier shall procure that the Testing House:
- 5.10.1. undertakes testing of the proposed Premiums at the concept stage (a paper-based exercise);
  - 5.10.2. undertakes testing of a sample of the proposed Premiums that has been supplied, via the Supplier, by the proposed manufacturers of the Premiums;
  - 5.10.3. undertakes a pre-manufacture inspection of the manufacturer’s site and processes;
  - 5.10.4. undertakes testing of a sample of the manufactured Premiums prior to the dispatch from the manufacturing site;
  - 5.10.5. undertakes any other testing, quality marking and/or certification requirements of Paragon notified to the Supplier in writing or that the Supplier should have reasonably been aware of having taken the measures described in clause 5.6;
  - 5.10.6. notifies Paragon via the Supplier of all other tests that should be carried out in respect of the Premiums, taking into account the nature and purpose of the Premiums; and
  - 5.10.7. notifies Paragon via the Supplier of any quality marks and/or certification or similar required in respect of the Premiums, taking into account the nature and purposes of the Premiums.
- 5.11. In respect of each type of Stock Premium ordered in a Purchase Order, the Supplier shall:
- 5.11.1. procure that the Testing House carries out the stages set out at clauses 5.10.1, 5.10.2 and 5.10.5 to 5.10.7; and
  - 5.11.2. confirm to Paragon that a pre-manufacture inspection of the manufacturer’s site and processes was carried out prior to the manufacture of the Stock Premiums; and
  - 5.11.3. confirm to Paragon that a sample of the Stock Premiums were tested prior to dispatch from the manufacturing site;
  - 5.11.4. to the extent the Stock Premium is modified in any way that requires the

Testing House to conduct further testing and inspections, procure that the Testing House carries out such further tests/inspections; and

- 5.11.5. procure that the Testing House includes reference to the inspection and testing carried out in accordance with clauses 5.11.2 and 5.11.3 in the Certificate of Conformance issued in accordance with clause 5.17 below.
- 5.12. The Supplier will indemnify and hold harmless Paragon from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss (including, without limitation, additional operative and administrative costs and expenses; wasted expenditure or charges rendered unnecessary and incurred by Paragon; any additional cost of procuring additional goods or services and implementing additional services; any loss of, corruption to or alteration of data; any fines or penalties or expenses from a regulator or otherwise; any increase in bad debt; and all legal costs (on a full indemnity basis)) and judgments which Paragon incurs or suffers as a consequence of the Bespoke Premiums having not been inspected and tested in accordance with clause 5.10.1 to 5.10.5 and/or Stock Premiums not having been inspected and tested in accordance with clauses 5.11.2 and 5.11.3 above.
- 5.13. The Supplier shall itemise the Testing House costs separately to the price of the Goods. The Supplier may not attach any mark-up to the Testing House costs, it being agreed that these shall be treated as pass-through charges.
- 5.14. The Supplier shall not progress to a further stage in the supply process if it has not first received a "Certificate of Conformance" from the Testing House that any applicable tests undertaken by the Testing House have been passed.
- 5.15. The Supplier shall have full regard to and shall implement (or require any sub-contractor to implement) any recommendation made by the Testing House.
- 5.16. If the proposed Premiums or manufacturer fail to pass any part of the Testing House's tests, the Supplier shall address the issues arising and resubmit the relevant Premiums or manufacturer back to the Testing House for approval.
- 5.17. The Supplier shall procure that the Testing House issues to Paragon a "Certificate of Conformance" in respect of the Premiums it has tested and/or inspected in accordance with clause 5.10 or 5.11 prior to dispatch to the Supplier or the end-customer. Paragon shall not be required to pay for Premiums in respect of which the Testing House has not issued a Certificate of Conformance.
- 5.18. The Supplier shall provide Paragon with a sample of the Premiums once all of the steps set out in clauses 5.8 to 5.17 have been taken. Following receipt of written confirmation from Paragon, the Supplier shall provide all Premiums requested in the relevant Purchase Order. Any rejection by Paragon of the Premiums shall be dealt with in accordance with the Conditions.

### **Risk and Property**

- 5.19. If Paragon issues Free Issue Materials pursuant to the Contract, the Free Issue Materials shall be and remain the property of Paragon. The Supplier shall maintain all such Free Issue Materials in good order and condition and shall use such Free Issue Materials solely in connection with the Contract.

### **Premiums Indemnity**

- 5.20. The Supplier will indemnify and hold harmless Paragon from and against all costs

(including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss (including, without limitation, additional operative and administrative costs and expenses; wasted expenditure or charges rendered unnecessary and incurred by Paragon; any additional cost of procuring additional goods or services and implementing additional services; any loss of, corruption to or alteration of data; any fines or penalties or expenses from a regulator or otherwise; any increase in bad debt; and all legal costs (on a full indemnity basis)) and judgments (collectively “**Indemnified Losses**”) which Paragon incurs or suffers as a consequence of a breach of these Premiums Conditions, or any claim by a consumer that the Premiums have caused it to suffer an injury or a loss. If it is reasonably determined that some or all Premiums must be subject to market withdrawal, the indemnity in this condition 5.20 shall extend to cover Paragon’ (and its customers’) Indemnified Losses that arise from such market withdrawal.

## **6. PRICE**

- 6.1. The price of the Goods and Services shall be the lowest of the price:
- 6.1.1. obtained through IQ (as defined in clause 6.7), for the avoidance of doubt IQ generates a cost based on the variables provided by the Supplier; and/or
  - 6.1.2. using the agreed price matrices agreed between the parties in writing from time to time; and/or
  - 6.1.3. stated in the Purchase Order; and/or
  - 6.1.4. published or notified by the Supplier to Paragon at the time of the Purchase Order and, unless otherwise specified shall be:
  - 6.1.5. exclusive of any applicable tax (which shall be payable by Paragon subject to receipt of a correct and valid tax invoice); and
  - 6.1.6. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address stated in the Purchase Order and any duties, imports or levies tax.
- 6.2. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Paragon.
- 6.3. Paragon shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier to its customers, whether or not this discount is shown in the Supplier’s own terms and conditions of sale.
- 6.4. If, for any reason and regardless of which party is at fault, the Supplier invoices Paragon for a price which is not the lowest price as determined under clause 6.1, and Paragon pays the invoiced price and not the lowest price, Paragon may, at its discretion:
- 6.4.1. require the Supplier to repay the Difference by written request to the Supplier, and the Supplier shall repay the Difference to Paragon within 7 days starting on the date of the request; or
  - 6.4.2. recover the Difference from the Supplier in accordance with clause 7.3 (including where the Supplier fails to repay the Difference under clause 6.4.1).

- 6.5. Subject to clause 6.7 below, Paragon' calculation of the Difference under clause 6.4 shall, except for manifest error, be final and conclusive and binding on the Supplier.
- 6.6. If the Supplier has a reasonable belief that there is an error in Paragon' calculation of the Difference, it shall notify Paragon in writing within [5] days of the written request for payment received from Paragon. Evidence of any error in the disputed calculation shall be provided and any revision to the Difference shall be agreed between the Parties (acting reasonably).
- 6.7. In this clause, "Difference" means a sum equal to the difference between the price paid by Paragon and the lowest price and "IQ" means Paragon' online portal which allows Paragon and/or its customers to obtain prices from a range of printers based on either a pre-defined print specification or the customer's own specification.

## **7. PAYMENT**

- 7.1. The Supplier may invoice Paragon on or at any time up to and including 30 days after delivery of the Goods or performance of the Services, as the case may be, and each invoice must be a valid tax invoice, must (if the means are available to the Supplier) be issued electronically and shall be accompanied by a copy of the relevant Purchase Order and all other relevant information including proof of delivery.
- 7.2. Subject to clause 5.4 and unless otherwise agreed in writing, payment for the Goods and Services is due within 90 days from the end of the month in which a correct and valid tax invoice in electronic form is received by Paragon or, if later, after acceptance of the Goods or Services by Paragon.
- 7.3. Paragon may at any time, without notice to the Supplier, set off any liability of the Supplier to Paragon against any liability of Paragon to the Supplier, whether any such liability is present or future, liquidated or unliquidated and whether or not such liability arises under this Contract. If the liabilities to be set-off are expressed in different currencies, Paragon may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Paragon of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 7.4. Subject to mandatory provisions of local law, if any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 2% above the European Central Bank's base rate from time to time. The Supplier is not entitled to suspend delivery of the Goods or performance of the Services as a result of any sums being overdue.

## **8. INSURANCE**

- 8.1. The Supplier shall, as a minimum requirement, maintain during the period of this Contract and for 2 (two) years thereafter the following insurances:
- 8.1.1. if Services are being provided, professional indemnity insurance for not less than £2 million (two million pounds sterling) per claim;
- 8.1.2. public liability insurance for not less than £2 million (two million pounds sterling) per claim;
- 8.1.3. product liability insurance for not less than £2 million (two million pounds sterling) per claim and in the aggregate; and

- 8.1.4. insurance in respect of any Goods in transit which insures the Goods for their full price against damage or loss on an “all risks” basis.
- 8.2. The Supplier shall ensure that the insurance policies set out in clause 8.1:
  - 8.2.1. shall include an “indemnity to principals” clause;
  - 8.2.2. have a worldwide territorial limit;
  - 8.2.3. shall be placed with an insurer with a Standard and Poor Financial Services LLC insurer financial security rating of A minus or better (or equivalent rating).
- 8.3. On Paragon’ written request, the Supplier shall provide Paragon with copies of the insurance policy certificates and details of the cover provided.
- 8.4. The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 8.5. The Supplier shall:
  - 8.5.1. do nothing to invalidate any insurance policy or to prejudice Paragon’ entitlement under it; and
  - 8.5.2. notify Paragon if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

## **9. DELIVERY**

- 9.1. Paragon is under no obligation to pay for Goods which are delivered in excess of the quantity specified in the Purchase Order and Paragon shall, at its option, either retain such excess Goods free of charge or notify the Supplier of such excess. If Paragon notifies the Supplier of delivery of the excess Goods those Goods will remain at the Supplier’s risk and be returnable at the Supplier’s expense.
- 9.2. Unless otherwise agreed in writing the Goods shall be delivered and off- loaded and the Services performed at a time appropriate to the delivery destination, at the address and on the date or dates specified in Paragon’ Purchase Order. Where the date of delivery of the Goods or of performance of the Services is to be set after the date of the Purchase Order, the Supplier shall give Paragon reasonable notice of this date, which shall be no more than 28 days from the date of the Contract unless otherwise agreed in writing by Paragon.
- 9.3. The time of delivery of the Goods and of performance of all the Supplier’s obligations is fundamental to the Contract and any breach of this term shall be deemed an irremediable breach for the purposes of clause 17.2.1. The Supplier must inform Paragon immediately in writing of any reason, such as production problems, which may result in a delay.
- 9.4. A packing note displayed prominently and quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods.
- 9.5. Paragon may reject any Goods delivered or not accept any performance of the Services which have not been delivered or performed in accordance with the Contract.
- 9.6. Paragon will not be deemed to have accepted the Goods until it has had ten Business Days to inspect them following delivery. Paragon will also have the right to reject the

Goods as though they had not been accepted for twenty Business Days after any defect in the Goods has become apparent.

- 9.7. Goods rejected pursuant to clauses 9.5 and 9.6 shall be returned to the Supplier at the Supplier's request and at the Supplier's risk and expense. Alternatively, if the Supplier fails to collect the rejected Goods within a reasonable time after Paragon has given it notice of rejection of the Goods Paragon may dispose of the rejected Goods in such manner as it thinks fit provided that it shall account to the Supplier for the net proceeds of sale (if any). If any of the Goods or Services are so rejected, without prejudice to any other right of Paragon, Paragon may purchase replacement Goods or Services from an alternative supplier and any additional expense incurred and/or any losses or expenses (if any) incurred by Paragon resulting from the Goods or Services not being in accordance with the Contract shall be borne by the Supplier.
- 9.8. If Paragon agrees that the Goods can be delivered in instalments, or the Services can be performed in stages, then each instalment or stage will be treated as a separate Contract. Without prejudice to any other right or remedy, Paragon will have the right, but not the obligation, to treat all the Contracts for the total Purchase Order as repudiated if the Supplier fails to deliver or perform any instalment or stage and to reject any or all of the instalments or stages for the total Purchase Order if Paragon is entitled to reject any one instalment or stage.
- 9.9. The Supplier shall supply Paragon with any instructions or other information required to enable Paragon to accept delivery of the Goods and performance of the Services at least five Business Days before the delivery of the Goods or performance of the Services.
- 9.10. Paragon shall not be obliged to return any packaging materials to the Supplier, whether or not the Goods are accepted by it.
- 9.11. If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, Paragon shall be entitled to cancel the Contract in whole or in part.
- 9.12. The Supplier shall provide evidence of the date and time of delivery and the quantity of the Goods delivered when requested so to do by Paragon.

## **10. ORIGIN AND INSTRUCTIONS**

- 10.1. Upon receipt of a request from Paragon the Supplier shall provide to Paragon evidence of the place of origin of the Goods or any part of the Goods or of raw materials utilised in their manufacture.
- 10.2. The Supplier shall submit with the Goods full instructions for use and clear warnings with respect of anything which may reasonably be done or omitted to be done in relation to the Goods and which could render them unsafe.

## **11. RISK AND PROPERTY**

- 11.1. Subject to clause 11.2, ownership of and risk in the Goods will pass to Paragon on delivery (which will occur after the Goods have been unloaded and stacked).
- 11.2. If the Goods are paid for prior to delivery ownership (but not risk) of the Goods shall pass to Paragon on payment.

- 11.3. All items including materials, equipment, tools, Free Issue Materials, dyes and moulds supplied by Paragon to the Supplier and all Proofs will at all times:
- 11.3.1. be and remain the exclusive property of Paragon;
  - 11.3.2. be held by the Supplier in safe custody at its own risk;
  - 11.3.3. be maintained and kept in good order and condition by the Supplier until returned to Paragon;
  - 11.3.4. not be disposed of other than in accordance with Paragon's written instructions; and
  - 11.3.5. not be used otherwise than as authorised by Paragon in writing.
- 11.4. The risk in materials issued by Paragon to the Supplier for incorporation in the Goods including Free Issue Materials shall pass to the Supplier on delivery.
- 11.5. Without prejudice to any other rights of Paragon, the Supplier shall deliver up the Free Issue Materials to Paragon on Paragon's demand whether or not they have been altered or processed. Any surplus Free Issue Materials shall be disposed of at Paragon's discretion. Waste of the Free Issue Materials arising from bad workmanship or the default or negligence of the Supplier shall be made good at the Supplier's expense.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. Paragon authorises the Supplier to use those of its Intellectual Property Rights (if any) in any materials provided by Paragon to the Supplier for the purposes of exercising its rights and performing its obligations under the Contract only. The Supplier will have no other rights whatsoever in respect of Paragon's Intellectual Property Rights in those materials and upon completion of the Contract will return to Paragon all such materials containing or embodying the Intellectual Property Rights.
- 12.2. The Supplier warrants that neither the performance of the Services nor the Goods, their use, resale or importation, infringes the Intellectual Property Rights of any third party except to the extent that any infringements arise directly from the use by the Supplier of any Specifications, drawings, samples or descriptions provided by Paragon.
- 12.3. All Intellectual Property Rights arising in connection with the Contract shall be the property of Paragon, and the Supplier hereby assigns all such Intellectual Property Rights to Paragon and, where permissible in accordance with local law, waives any and all moral rights which may arise. The price of the Goods and/or Services shall include any applicable special remuneration for the assignment. The parties shall execute all documents necessary to give effect to this clause 12.3.
- 12.4. The Supplier grants Paragon a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sub-licensable licence (or as the case may be, sub-licence) throughout the world to use such of the Supplier's or its licensors' Intellectual Property Rights which are reasonably required in order that Paragon may enjoy the full benefit of the Intellectual Property Rights assigned under clause 12.3.
- 12.5. All Intellectual Property Rights in materials of any Paragon's customer held by the Supplier may be used for the purposes of exercising its rights and performing its obligations under the Contract only. The Supplier will have no other rights whatsoever in respect of Paragon's customer's Intellectual Property Rights and upon completion of the Contract or on Paragon's earlier request will return to Paragon all materials

containing or embodying those Intellectual Property Rights.

### **13. CONFIDENTIALITY**

- 13.1. The Supplier shall protect the Confidentiality and Integrity of all information, data, technical or commercial know-how, specifications, inventions, initiatives or processes which are of a confidential nature and have been disclosed to the Supplier by Paragon or its agents and any other confidential information concerning Paragon' business or the business of Paragon' actual or potential clients, customers and suppliers which the Supplier may obtain. The Supplier shall disclose such confidential material to its employees only after prior approval from Paragon and acceptance of the Paragon confidentiality agreement. This disclosure shall be made on a strictly need to know basis for the purpose of discharging the Supplier's obligations to Paragon under the Contract and the Supplier shall ensure that such employees are subject to the same obligations of confidentiality as bind the Supplier.

### **14. DATA PROTECTION AND DATA SERVICES**

- 14.1. Where the Supplier provides Data Services (which term means the provision of data Goods or data Services) to Paragon or to any member of Paragon's Group under the Contract, it shall do so on the terms of the Paragon standard data licence and sub-licence agreement notified to the Supplier from time to time provided always that the parties will comply with the Data Protection Laws in connection with the supply of the Data Services. In all other cases, the terms at clauses 14.2 to 14.14 shall apply.
- 14.2. If the Supplier is outside of the EU, the provisions of this clause 14 shall apply notwithstanding that the Data Protection Laws do not directly apply to the Supplier. The Supplier is required to make itself familiar with the Data Protection Laws.
- 14.3. Paragon authorises the Supplier to Process the Agreement Personal Data during the term of the Contract (and such further period as notified to the Supplier by Paragon in writing) as a Data Processor/Processor solely for the purpose and to the extent described in the Data Processing Annex for the purpose of providing products, Goods and/or Services to Paragon in accordance with the Contract.
- 14.4. In performing the Services and its other obligations under the Contract the Supplier will:
- 14.4.1. comply with the Data Protection Laws;
  - 14.4.2. not cause (i) Paragon, (ii) any other member of its Group and/or (iii) any client of Paragon and/or any member of its Group to breach any obligation under the Data Protection Laws; and
  - 14.4.3. notify Paragon without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or the Contract, without prejudice to its obligations to comply with, or to any rights or remedies which Paragon may have for breach of, the Data Protection Laws or the Contract.
- 14.5. Except for Authorised Sub-Processors to the extent set out in the Data Processing Annex, the Supplier will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data or otherwise publish, disclose or divulge Agreement Personal Data to any third party without the prior written consent of Paragon.
- 14.6. If the Supplier appoints a Sub-Processor, the Supplier will ensure that, prior to the Processing taking place, there is a written contract in place between the Supplier and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor equivalent and no less onerous terms as those imposed on the

Supplier in the Contract. The Supplier will procure that Sub-Processors will perform all obligations set out in the Contract and the Supplier will remain responsible and liable to Paragon, the other members of Paragon's Group and each of their clients for all acts and omissions of Sub-Processors as if they were its own.

14.7. The Supplier will:

- 14.7.1. Process the Agreement Personal Data only on documented instructions (including the Contract) from Paragon or the relevant member of its Group (acting on behalf of the relevant Data Controller / Controller where relevant) unless the Supplier or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify Paragon of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to Paragon on public interest grounds;
- 14.7.2. if the Supplier has any uncertainty regarding Paragon's instructions and the parameters of its processing activities in connection with them, immediately notify Paragon to seek clarification on such instructions and/or parameters (as relevant);
- 14.7.3. immediately inform Paragon in writing if, in its reasonable opinion, any instruction received from Paragon or a member of its Group infringes any Data Protection Laws;
- 14.7.4. without prejudice to clause 14.7.1, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in the Data Processing Annex;
- 14.7.5. without prejudice to clause 14.7.4, not without the prior written consent of Paragon:
  - 14.7.5.1. convert or use any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
  - 14.7.5.2. use any Agreement Personal Data for "big data" analysis or purposes; or
  - 14.7.5.3. match or compare any Agreement Personal Data with or against any other Personal Data (whether the Supplier's or any third party's);
- 14.7.6. ensure that any person authorised to Process Agreement Personal Data:
  - 14.7.6.1. has committed themselves to confidentiality or is under an appropriate statutory obligation of confidentiality; and
  - 14.7.6.2. complies with this clause 14; and
  - 14.7.6.3. is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data;
- 14.7.7. keep all Agreement Personal Data confidential in accordance with clause 13 save that any provisions under clause 13 permitting the Processing (including disclosure) of Agreement Personal Data will be subject to the provisions of this clause 14;
- 14.7.8. at the option of Paragon at any time upon request, securely delete or return to Paragon or transfer to any replacement supplier, customer or other third party nominated in writing by Paragon any and/or all Agreement Personal Data promptly, and securely delete any remaining copies and, as requested by Paragon, promptly certify (via a director) when this exercise has been completed; and

- 14.7.9. except as otherwise stated in any other provision(s) of the Contract that expressly deal with the deletion or retention of data, securely delete Agreement Personal Data within 90 days of (i) the performance of the Services that relate to such Agreement Personal Data; or (ii) expiry or termination of the Contract (whichever the sooner). This Supplier will, as requested by Paragon, promptly certify (via a director) when this exercise has been completed.
- 14.8. The Supplier will not make an International Transfer without Paragon's prior written consent (save that this clause 14.8 will not affect any International Transfers permitted under the Contract). If Paragon gives its prior written consent to an International Transfer, before making that International Transfer the Supplier will demonstrate or implement, to Paragon's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. If the appropriate safeguards demonstrated or implemented by the Supplier (or the relevant Data Processor/Processor) in accordance with this clause 14.8 are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Supplier will, without undue delay and within any timeframes notified to the Supplier by Paragon in writing, implement such alternative measures as may be required by (i) Paragon, (ii) the relevant member of Paragon's Group and/or (iii) the client of Paragon and/or member of its Group, (as required by Paragon) to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Supplier or the relevant Sub-Processor will not need to comply with the conditions set out in this clause 14.8 if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Supplier will notify Paragon of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to Paragon on public interest grounds.
- 14.9. The Supplier will:
- 14.9.1. implement, and assist (i) Paragon, (ii) the relevant member of Paragon's Group and (iii) where relevant, each client of Paragon and/or member of its Group to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
- 14.9.2. notify Paragon immediately:
- 14.9.2.1. if at any time the Supplier or a Sub-Processor is aware of any reason why it is unable to comply with clause 14.9.1, without prejudice to its obligation to comply with, or to any rights or remedies which Paragon may have for breach of, clause 14.9.1; and
- 14.9.2.2. of any changes that it makes to the technical and organisational measures to protect the Agreement Personal Data and shall not be entitled to reduce any of the security measures that protect the Agreement Personal Data without Paragon's express written consent;
- 14.9.3. comply with:
- 14.9.3.1. Paragon's Security Baseline Standards (copies available upon request) as updated, amended and/or replaced by Paragon giving written notice to the Supplier from time to time; and
- 14.9.3.2. with such encryption obligations as are notified to it by Paragon, but in any event shall ensure (i) the encryption

using AES-256 encryption or higher of all Agreement Personal Data stored in digital or electronic form and/or transmitted across external networks; and (ii) the secure management of cryptographic keys; and

- 14.9.4. notify Paragon by e-mail at data.protection- supplier@Paragon.com and in writing addressed to Paragon' Data Protection Compliance Team to Paragon's registered address (or such other address as Paragon may have communicated to the Supplier from time to time) without undue delay and in any event within 24 hours after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier (and Sub-Processors) may not delay notification under this clause 14.9.4 on the basis that an investigation is incomplete or ongoing;
- 14.9.5. promptly (and in any event within two Business Days) notify Paragon of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;
- 14.9.6. provide reasonable assistance to (i) Paragon, (ii) the relevant member of Paragon's Group and (iii) where relevant, each client of Paragon and/or member of its Group in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Agreement Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
- 14.9.7. not, without Paragon's prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights  
under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data; and
- 14.9.8. assist (i) Paragon, (ii) the relevant member of Paragon's Group and/or (iii) where relevant, each client of Paragon and/or member of its Group in:
  - 14.9.8.1. documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
  - 14.9.8.2. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
  - 14.9.8.3. conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 14.9.9. make available to (i) Paragon, (ii) the relevant member of Paragon's Group and (iii) where relevant, each client of Paragon and/or member of its Group all information necessary to demonstrate compliance with the obligations set out in this clause 14;

- 14.9.10. allow for and contribute to audits, including inspections, conducted by Paragon or another auditor mandated by Paragon;
  - 14.9.11. promptly provide complete and accurate information in response to any due diligence requests or questionnaires as requested by Paragon relating to any actual or potential Processing or Personal Data by the Supplier; and
  - 14.9.12. except to the extent expressly permitted in accordance with the Contract, ensure that it does not transmit in any form or by any means whatsoever Agreement Personal Data outside its usual places of business or that of its Sub-Processors.
- 14.10. The Supplier:
- 14.10.1. warrants on an ongoing basis that the Data Processing Annex (as amended and updated) contain accurate and complete details of the Processing of Agreement Personal Data;
  - 14.10.2. will promptly notify Paragon in writing in advance of any changes required to the Data Processing Annex to reflect any changes to the Processing of Agreement Personal Data;
  - 14.10.3. will be responsible for its own costs in complying with its obligations under this clause 14;
  - 14.10.4. acknowledges that the Agreement Personal Data may contain Personal Data obtained by third parties and Paragon will be reliant on such third parties to ensure that any such Personal Data provided for Processing in connection with the Contract is provided in compliance with the Data Protection Laws. Subject to clause 15.7, provided that Paragon has used reasonable endeavours to require the relevant third party or third parties to provide information that complies with the Data Protection Laws, Paragon shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, restitution, pursuant to an indemnity or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) to the Supplier arising out of or in connection with any failure of Agreement Personal Data that has been supplied to Paragon by a third party (including any clients of Paragon and/or any member of the Paragon Group) to comply with the requirements of Data Protection Laws; and
  - 14.10.5. will act reasonably and in good faith to agree to amendments to the Contract as requested by Paragon to reflect the impact of any changes to Data Protection Laws on the Contract and/or the Goods and/or Services.
- 14.11. The Supplier will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of (i) Paragon, (ii) the relevant member of Paragon's Group and (iii) each client of Paragon and/or member of its Group in relation to the Agreement Personal Data, including as a minimum: (i) its name and contact details and details of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of Paragon, other members of Paragon's Group and each of their clients; (iii) International Transfers; (iv) a general description of the technical and organisational security measures referred to in clause 14.9.1; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the "**Data Record**"). The Supplier will promptly upon request securely supply a copy of the Data Record to Paragon.
- 14.12. The Supplier acknowledges that Paragon and its Group are reliant on the Supplier to

provide Goods and Services to their clients that are compliant with Data Protection Laws and that a failure by the Supplier to comply with this clause 14 and/or the Data Protection Laws could result in losses, liabilities, costs, damages, claims, proceedings and/or expenses being suffered by (i) Paragon; (ii) members of Paragon' Group; and/or (iii) clients of Paragon and/or the members of its Group.

14.13. The Supplier will indemnify Paragon, each other member of Paragon's Group and each client of Paragon and/or the members of its Group against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Supplier or any Sub-Processor of any of its obligations under this clause 14 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) and/ or the Data Protection Laws.

14.14. Any breach of this clause 14 by the Supplier or any Sub-Processor will be a material breach of the Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

## **15. WARRANTIES AND LIABILITY**

15.1. The Supplier warrants to Paragon that the Goods and Services:

15.1.1. will be of high quality and fit for any purpose held out by the Supplier or made known to the Supplier by Paragon in writing or orally at the time the Purchase Order is placed;

15.1.2. will be free from any defects in design, material and workmanship for a period not shorter than the longer of the Supplier's warranty or 24 months from delivery, unless industry practice indicates a longer warranty period or unless otherwise agreed in writing with Paragon;

15.1.3. will correspond in all respects with the Purchase Order and with any relevant Specification or sample provided by Paragon to the Supplier;

15.1.4. will comply with all applicable statutory requirements, governmental, local authority and other regulations, orders, relevant standards and EC requirements and regulations (whether voluntary or not) relating to the Goods and Services and their sale and supply;

15.1.5. will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract; and

15.1.6. will be performed to such standards of quality generally observed in the industry for similar services.

15.2. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract or Paragon terminates the Contract in accordance with clause 17.2 then Paragon may (whether or not the Goods have been accepted or the Services performed):

15.2.1. require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days of receipt of such a request from Paragon;

15.2.2. at Paragon' sole option, and whether or not Paragon has previously required the Supplier to repair the Goods or to supply any replacement

- Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part price which has been paid;
- 15.2.3. cancel any or all remaining instalments or stages if the Contract has not already been terminated;
  - 15.2.4. refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
  - 15.2.5. recover from the Supplier any additional expenditure reasonably incurred by Paragon in obtaining goods or services equivalent to the Goods or Services in substitution from another supplier; and/or
  - 15.2.6. claim damages for any additional costs, losses or expenses incurred by Paragon which are in any way attributable to the Supplier's breach of the Contract or failure to deliver the Goods or perform the Services on the due date or at all.
- 15.3. The Supplier warrants and represents to Paragon that:
- 15.3.1. it complies and shall continue to comply with the requirements of the Modern Slavery Act 2015; and
  - 15.3.2. without limiting the generality of the foregoing, the Supplier further warrants and represents that:
    - 15.3.2.1. it has thoroughly investigated its labour practices and those of its direct suppliers to ensure that there is no Forced Labour or Slavery (as defined in clause 15.4 below) used anywhere in the Supplier's business or by any of the direct suppliers of the Supplier;
    - 15.3.2.2. it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties and representations made in this clause 15.3 will continue to be true and accurate at all times during the term of this Agreement; and
    - 15.3.2.3. it has taken and will take in the future all necessary actions and investigations to validate compliance with the warranties and representations made in this clause 15.3.
- 15.4. For the purposes of clause 15.3, "Forced Labour or Slavery" means "forced labour" and "slavery" as such terms are defined by the International Labour Organisation ("ILO") from time to time, including in any present or future ILO conventions.
- 15.5. The Supplier will indemnify, keep indemnified and hold harmless Paragon from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss (including, without limitation, additional operative and administrative costs and expenses; wasted expenditure or charges rendered unnecessary and incurred by Paragon; any additional cost of procuring additional goods or services and implementing additional services; any loss of, corruption to or alteration of data; any fines or penalties or expenses from a regulator or otherwise; any increase in bad debt; and all legal costs (on a full indemnity basis)) and judgments which Paragon incurs or suffers as a consequence of:
- 15.5.1. a direct or indirect breach or negligent performance by the Supplier or failure or delay in performance of the terms of the Contract;

- 15.5.2. any claim that the performance of the Services or the Goods infringe, or their importation, supply, receipt, use or resale infringes the British or foreign patent, copyright, registered design, design right, trademark, trade name or other Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Paragon;
  - 15.5.3. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods, or in the performance of the Services;
  - 15.5.4. a failure to deliver the Goods on the due date for delivery, or to provide the Services on the due date for performance and/or in accordance with the Conditions, or in respect of a direct or indirect breach or negligent performance or failure in performance by the Supplier of the Contract;
  - 15.5.5. claims made against Paragon in respect of any loss, damage, penalty or expense sustained by Paragon or its servants or agents or by any customer or other third party to the extent that such loss, damage, penalty or expense was caused by, relates to or arises from the Goods or the Services including any claim against Paragon under applicable consumer protection legislation in respect of the Goods; or
  - 15.5.6. any negligent, defamatory or illegal act or omission of the Supplier in connection with the provision, production or delivery of the Goods and/or Services.
- 15.6. Subject to clause 15.7, Paragon' aggregate liability under the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution, pursuant to an indemnity or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the price of the Goods and Services payable under the Contract.
- 15.7. Neither party excludes or limits its liability (if any) to the other for personal injury or death resulting from its negligence; for fraud; or for any other matter which it would be illegal to exclude or limit or to attempt to exclude or limit its liability.

## **16. FORCE MAJEURE**

- 16.1. The Supplier shall not be liable to Paragon by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond the Supplier's reasonable control pursuant to an act of God.
- 16.2. If the Supplier cannot supply Paragon in accordance with the terms of a Purchase Order because of an event described in clause 16.1, and if Paragon reasonably anticipates that this may prevent Paragon performing obligations to its own customers, Paragon may terminate immediately by written notice that part of, or all of, the Purchase Order which the Supplier cannot fulfil.

## **17. TERMINATION**

- 17.1. Paragon may at any time and for any reason cancel the Purchase Order in whole or in part by notice to the Supplier. If Paragon cancels the Contract pursuant to this clause 17.1 the Supplier shall:

- 17.1.1. discontinue all work on the Purchase Order; and
- 17.1.2. deliver to Paragon the Goods or products of the Services as at the time of termination in accordance with clause 9, and

Paragon shall pay the Supplier for work in progress at the time of termination calculated on a pro-rata basis, taking into account the time worked by the Supplier and the value of the Goods or products of the Services to Paragon. Any decision that Paragon makes on the Supplier's entitlement to payment for work in progress under this clause shall, except for manifest error, be final and conclusive and binding on the Supplier.

- 17.2. Paragon may by written notice to the Supplier terminate the Contract immediately if the Supplier:

- 17.2.1. is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Supplier fails to remedy such breach within seven days (or such shorter period as may be specified) after service of a written notice from Paragon, specifying the breach and requiring it to be remedied. Failure to deliver Goods or perform any Services on the due date in accordance with clause 9.2 is a material breach of the terms of the Contract that is not capable of remedy;
- 17.2.2. commits a series of persistent minor breaches which when taken together amount to a material breach;
- 17.2.3. where such termination is permissible by local law, suffers an Insolvency Event; or
- 17.2.4. has a change in its Control; or
- 17.2.5. Paragon reasonably anticipates that one of the above circumstances is about to occur.

- 17.3. Paragon may by written notice to the Supplier terminate the Contract immediately if it suspects, acting reasonably, that the Supplier is or may be in breach of clause 18.

## **18. COMPLIANCE WITH RELEVANT REQUIREMENTS**

- 18.1. The Supplier shall:

- 18.1.1. comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the United Kingdom's Bribery Act 2010 and the Modern Slavery Act 2015 and/or relevant applicable local legislation ("Relevant Requirements");
- 18.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the United Kingdom's Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 18.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the United Kingdom's Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements and clause 18.1.2, and will enforce them where appropriate;
- 18.1.4. promptly report to Paragon any request or demand for any undue

financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

- 18.1.5. immediately notify Paragon (in writing) the Supplier has a change in its Control and/or if a foreign public official becomes an officer or employee of the Supplier and/or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of the Contract);
  - 18.1.6. annually during the Contract, certify to Paragon in writing signed by an officer of the Supplier, compliance with this clause 18 by the Supplier and all persons associated with it under clause 18.2. The Supplier shall provide such supporting evidence of compliance as Paragon may reasonably request.
- 18.2. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 18 (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 Paragon for any breach by such persons of any of the Relevant Terms.
- 18.3. Additional audit and recordkeeping
- 18.3.1. The Supplier shall keep and maintain at its normal place of business detailed, accurate and up to date records and books of account showing all payments made and received by the Supplier in connection with the Contract and the steps taken by the Supplier to comply with the Relevant Requirements and clause 18.1.2, in each case during the previous six years. The Supplier shall ensure that such records and books of accounts are sufficient to enable Paragon to: (a) exercise its rights pursuant to clause 18.3.2; and (b) where necessary, verify the Supplier's compliance with its obligations under this clause 18.
  - 18.3.2. The Supplier shall permit Paragon and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 18, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 18. Such audit rights shall continue for three years after termination of the Contract. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Contract and for a period of three years after termination of the Contract.
- 18.4. Breach of this clause 18 shall be deemed a material breach under clause 17.2.1.
- 18.5. For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the United Kingdom's Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 18 a person associated with the Supplier includes any subcontractor of the Supplier.

## **19. PREVENTION OF TAX EVASION**

- 19.1 The Supplier will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Contract will:
- 19.1.1 not do or omit to do any act or thing which constitutes or may constitute a UK tax evasion offence, a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation or Tax Evasion Offence;
  - 19.1.2 not do or omit to do any act or thing which causes or may cause Paragon to commit a CFA Offence;
  - 19.1.3 without prejudice to clause 19.1.2, not do or omit to do any act or thing which would cause Paragon to commit a CFA Offence or may do so if Paragon was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA; and
  - 19.1.4 provide Paragon (at the Supplier's cost) with such assistance as it may require from time to time to enable it to perform any activity required by any relevant Authority in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti-money laundering or prevention of tax evasion law (including, without limitation, the CFA) or to enable it to self-disclose any conduct to or to co-operate with any Authority.
- 19.2 The Supplier warrants to Paragon that it has not, and its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Contract have not:
- 19.2.1 been convicted in any jurisdiction of any offence of cheating the public revenue, fraudulently evading any tax or facilitating the fraudulent evasion of any tax or been the subject of any agreement (including, without limitation, any deferred prosecution agreement or similar arrangement) with any Authority concerning any such offence or alleged offence;
  - 19.2.2 done or omitted to do any act or thing which caused or may cause any person to commit an offence under the CFA (or would or may do so if the relevant person was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the CFA);
  - 19.2.3 been, and are not, the subject of any investigation, enquiry or enforcement proceedings by any Authority regarding any offence or alleged offence of cheating the public revenue, fraudulently evading any tax or facilitating the evasion of any tax in each case in any jurisdiction;
  - 19.2.4 been, and is not listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including, without limitation, any exclusion under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2016 by reason of it doing any act or thing which constitutes a UK tax evasion offence or a foreign tax evasion offence (as those terms are defined in the CFA) or a Facilitation of Tax Evasion Offence, or being under investigation in respect of any of the same.
- 19.3 The Supplier will immediately give written notice to Paragon upon the occurrence of a breach or suspected breach of any of its obligations or warranties under this clause 19.

- 19.4 Paragon may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations or warranties under this clause 19 or if Paragon has reasonable cause to believe that the Supplier has facilitated fraudulent evasion of any tax.
- 19.5 Paragon will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to remove from the performance of the Contract any of the Supplier's officers, employees, agents, sub-contractors or any other person who performs services for or on behalf of it in connection with the Contract and in respect of whom the Supplier is in breach of any of its obligations under clause 19.1 or any of its warranties under clause 19.2.
- 19.6 The Supplier will ensure that any person associated with the Supplier (as determined in accordance with section 44 Criminal Finances Act 2017) who is performing services in connection with the Contract and any permitted sub-contractor does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier by this clause 19. The Supplier will be responsible for the observance and performance by such persons and subcontractors of those terms and will be directly liable to Paragon for any breach by such persons and subcontractors of any of such terms.

## **20. PERSONNEL**

- 20.1. The parties acknowledge and agree that where all or part of the Goods and/or Services cease to be provided by the Supplier for any reason and where all or part of the Goods and/or Services are instead provided by Paragon and/or the New Supplier, there may be a relevant transfer of the Returning Employees to Paragon and/or the New Supplier for the purposes of TUD (a "**Relevant Transfer**"). If there is a Relevant Transfer, the employment of the Returning Employees shall transfer to Paragon and/or the New Supplier in accordance with TUD with effect from the Subsequent Transfer Date.
- 20.2. Where TUD applies and there is to be a Relevant Transfer, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in ensuring compliance with TUD and the orderly transfer of the Returning Employees to Paragon and/or the New Supplier.
- 20.3. Where TUD applies and there is to be a Relevant Transfer, the Supplier shall not later than six months prior to the expiry of the Contract (or, if earlier, within 30 days of notice being given of termination of the Contract) to the extent lawfully permitted provide Paragon and/or the New Supplier with the following details:
- 20.3.1. a list of names of all its personnel who are assigned to or engaged in the provision of the Goods and/or Services (the "**Potential Returning Employees**");
  - 20.3.2. job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
  - 20.3.3. terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996 (or any equivalent legislation in the country in which the Returning Employees are located);
  - 20.3.4. any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
  - 20.3.5. any claims, current or which the Supplier has reasonable grounds to believe

- will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
- 20.3.6. all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and
- 20.3.7. information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date.
- 20.4. The Supplier shall provide any updates of the details required by clause 20.3 at regular intervals to be specified by Paragon.
- 20.5. Where TUD applies and there is to be a Relevant Transfer, the Supplier shall indemnify Paragon (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Paragon and/or a New Supplier in connection with or as a result of:
- 20.5.1. any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
- 20.5.2. any failure to inform and/or consult (collectively or otherwise) with any Returning Employee or any trade union or other body or person representing a Returning Employee in accordance with any obligation or requirement of TUD or any obligation or requirement arising there from;
- 20.5.3. any failure to elect representatives in accordance with TUD or at all in respect of any Returning Employee; and
- 20.5.4. a claim by any person who transfers or alleges that they have transferred from the Supplier to Paragon or the New Supplier under TUD, who is not a Returning Employee and/or whose name is not included in the list of Potential Returning Employees as referred to in clause 20.3.
- 20.6. If TUD applies and there is a Relevant Transfer so as to transfer the employment of any person employed by the Supplier to Paragon or any New Supplier (including any Returning Employee), then if Paragon or such New Supplier shall serve a notice terminating the employment of such person (including any Returning Employee) within six months after the date of such transfer (or the date that Paragon or the New Supplier becomes aware of such transfer) or a court or other body with requisite authority determines that such person's employment shall be terminated, or such person's employment is otherwise deemed to be terminated:
- 20.6.1. the Supplier shall indemnify Paragon (for itself and a New Supplier) in respect of any termination costs including but not limited to notice pay, payment in respect of accrued but untaken holiday and statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which Paragon or such New Supplier is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages, together with any other damages incurred as a consequence of the dismissal of such person, including but not limited to any costs arising from or in connection with any claims relating to social security benefits payable to such person, or any increased insurance costs incurred as a result of a person being incapacitated due to sickness at the time of the termination of employment; and

- 20.6.2. if, following termination of such person's employment by Paragon or a New Supplier a court reinstates such person as an employee of Paragon or a New Supplier, the Supplier shall indemnify Paragon or a New Supplier against any and all legal costs relating to the reinstatement and ongoing employment of that employee until such time as a compromise agreement is entered into between Paragon or a New Supplier and the relevant employee and such employee exits Paragon' or a New Supplier's employment. The legal costs under this indemnity shall include reasonable costs associated with the compromise agreement.
- 20.7. If TUD is not applicable to or has not been implemented in any form in the jurisdiction in which the Goods and/or Services are provided, and there are local law or laws in that jurisdiction which apply to the transfer of some or all of the Goods and/or Services from the Supplier to Paragon and/or a New Supplier and which may compel the transfer of the employment of any personnel assigned to or engaged in the provision of the Goods and/or Services, then the parties acknowledge and agree that in such a case they shall use their best endeavours (and shall procure that any New Service Provider uses its best endeavours) to co-operate with one another and ensure that such local law or laws are efficiently and effectively complied with in respect that transfer of the relevant personnel from the Supplier to Paragon and/or the New Supplier, and that the transfer is orderly. The said best endeavours shall include (but shall not be limited to) ensuring that, in accordance with any timescales which are prescribed by local law or laws (as a minimum):
- 20.7.1. a list of the personnel who will transfer from the Supplier to Paragon and/or the New Supplier is agreed between the parties in good time before the said transfer;
- 20.7.2. any information which the parties are required to provide to the personnel who will transfer from the Supplier to Paragon and/or the New Supplier (whether verbally or in writing) is provided in an appropriate format, in sufficient detail and within good time; and
- 20.7.3. any consultation which the parties are required to carry out in respect of or with personnel who will transfer from the Supplier to Paragon and/or the New Supplier is carried out in good time before the said transfer.
- 20.8. In respect of the circumstances described in clause 20.7 above, the Supplier shall indemnify Paragon (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Paragon and/or a New Supplier in connection with or as a result of:
- 20.8.1. any claim or demand (whether in contract, tort, under statute, pursuant to European or local law or otherwise) by any individual who transfers from the Supplier to Paragon and/or the New Supplier, or a trade union or other body or person representing the individual, arising from any act, fault or omission of the Supplier on or before the date of the said transfer;
- 20.8.2. any failure by the Supplier to comply with any obligation or requirement of the local law or laws applicable to the said transfer or any obligation or requirement arising there from; and
- 20.8.3. any claim by any individual who transfers or alleges that they have transferred from the Supplier to Paragon or the New Supplier whose name is not included in the list referred to in clause 20.7.1.

- 20.9. In respect of the circumstances described in clause 20.7 above, if there is a transfer of the employment of any individual employed by the Supplier to Paragon or any New Supplier, then if Paragon or such New Supplier shall serve a notice terminating the employment of such within six months after the date of such transfer (or the date that Paragon or the New Supplier becomes aware of such transfer) or a court or other body with requisite authority determines that such individual's employment shall be terminated, or such individual's employment is otherwise deemed to be terminated:
- 20.9.1. the Supplier shall indemnify Paragon (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such individual, and any compensation or damages which Paragon or such New Supplier is obliged to pay to such individual in respect of their dismissal or as a reasonable settlement of a claim for such compensation or damages, together with any other damages incurred as a consequence of the dismissal of such individual, including but not limited to any costs arising from or in connection with any claims relating to any social security benefits payable to such person, or any increased insurance costs incurred as a result of the individual being incapacitated due to sickness at the time of the termination of employment; and
- 20.9.2. if, following termination of such individual's employment by Paragon or a New Supplier a court reinstates such individual as an employee of Paragon or a New Supplier, the Supplier shall indemnify Paragon or a New Supplier against any and all legal costs relating to the reinstatement and ongoing employment of that individual until such time as a compromise agreement (or the local equivalent in the jurisdiction in which the Goods and Services are provided) is entered into between Paragon or a New Supplier and the relevant individual and such employee exits Paragon' or a New Supplier's employment. The legal costs under this indemnity shall include reasonable costs associated with the compromise agreement (or the local equivalent in the jurisdiction in which the Goods and Services are provided).
- 20.10. If TUD is not applicable to or has not been implemented in any form in the jurisdiction in which the Goods and/or Services are provided, and there is no local law or laws in that jurisdiction which apply to the transfer of some or all of the Goods and/or Services from the Supplier to Paragon and/or a New Supplier which may compel the transfer of the employment of any personnel assigned to or engaged in the provision of the Goods and/or Services, then the Supplier shall indemnify Paragon (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Paragon and/or a New Supplier in connection with or as a result of any claim or demand (whether in contract, tort, under statute, pursuant to European or local law or otherwise) by any individual assigned to or engaged in the provision of the Goods and/or Services, arising from any act, fault or omission of the Supplier.

## **21. GENERAL**

- 21.1. Each right or remedy of Paragon under the Contract is without prejudice to any other right or remedy of Paragon whether under the Contract, at law or otherwise.
- 21.2. Paragon may assign, license or sub-contract all or any part of its rights or obligations under the Contract without the Supplier's consent.
- 21.3. The Supplier shall not be entitled to assign or sub-contract (whether to a provider of factoring or invoice finance facilities or any other party) or deal in any other manner with any of its rights and obligations under the Contract or any part of it (including the creation of any charge, trust or other legal or equitable interest) without the prior consent of Paragon in writing.

- 21.4. The Supplier shall not (except with the prior written consent of Paragon) during the term of the Contract or for 12 months following its termination either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of Paragon any person employed by Paragon' group who has been engaged in the receipt of the Goods and Services from the Supplier or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at Paragon' staff.
- 21.5. No failure or delay by Paragon to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 21.6. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 21.7. Save as expressly stated otherwise in these Conditions the parties to this Contract do not intend that any of its terms will be enforceable by any person not a party to it.
- 21.8. The Contract, the Purchase Order and the Specification together with any additional standard Paragon terms referred to in these Conditions ("Incorporated Terms") contain all the terms which Paragon and the Supplier have agreed in relation to the Goods and/or Services and supersede any prior written or oral agreements, implications, arrangements, representations or understandings between the parties relating to such Goods and/or Services. The Supplier acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, warranty, promise or representation (whether made innocently or negligently) made or given by or on behalf of Paragon which is not set out in the Contract, the Purchase Order, the Specification or Incorporated Terms. The Supplier shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract, the Purchase Order, the Specification or any Incorporated Terms. Nothing in this clause 21.8 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 21.9. The Supplier shall, and shall procure that its third party suppliers and/or subcontractors (the "**Supplier Third Parties**") shall, keep and maintain at its normal place of business detailed, accurate and up to date records and books of account showing all payments, receipts and charges relating to the Goods and/or Services, charges under or otherwise relating to the Contract together with any relevant supporting vouchers or other documents (together "the Books and Records"). The Books and Records shall be maintained in accordance with generally accepted accounting practice in the United Kingdom.
- 21.10. In addition to (and without limiting) Paragon' audit rights at clauses 18.3 and 21.9, the Supplier shall, and shall procure that any Supplier Third Parties shall, during the life of the Contract and for 6 years thereafter allow Paragon and any auditors of or other advisers to Paragon to access any of the Supplier's premises and/or premises of Supplier Third Parties, Supplier's personnel and/or personnel of Supplier Third Parties and relevant records (including the Books and Records) as may be reasonably required in order to undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with the Contract.
- 21.11. The Supplier shall, and shall procure that any Supplier Third Parties shall, provide

Paragon (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

- 21.12. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under clause 21.10, unless the audit identifies a material breach of this agreement by the Supplier, in which case the Supplier shall reimburse Paragon for all its reasonable costs incurred in the course of the audit.
- 21.13. If an audit under clause 21.10 identifies that the Supplier has failed to perform its obligations under this agreement then, without prejudice to the other rights and remedies of Paragon, the Supplier shall promptly take the necessary steps to comply with its obligations at no additional cost to Paragon.
- 21.14. The Supplier warrants and undertakes that: it has complied with, and each is presently in compliance with, all Applicable Laws restricting or prohibiting transactions with, or the export, provision, purchase or sale of goods and/or services to, any person pursuant to any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, the "Sanctions Authorities"); Neither the Supplier nor any of its affiliates is a person named on the list of Specially Designated Nationals maintained by OFAC or is otherwise the target or subject of sanctions administered by any other Sanctions Authority (each such person, a "Sanctioned Person") and, to the knowledge of the Supplier none of their respective directors, officers and employees is a Sanctioned Person, and is owned or controlled more than 50% by a sanctioned person.
- 21.15. This Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts in relation to any claim or matter arising under or in connection with it.

## Data Processing Annex

### Part A – Supplier

<b>Subject matter of Processing</b>	
<b>Duration of Processing</b>	
<b>Nature of Processing</b>	
<b>Purpose of Processing</b>	
<b>Type of Personal Data</b>	
<b>Categories of Data Subject</b>	
<b>Location of Processing including International Transfers</b>	
<b>The Supplier's primary point of contact for Data Protection matters</b>	

**Part B - Authorised Sub-Processors**

<b>Authorised Sub-Processor</b>	<b>Details of Processing Authorised by Paragon</b>
	<b>Subject matter of Processing:</b>  <b>Duration of Processing:</b>  <b>Nature of Processing:</b>  <b>Type of Personal Data:</b>  <b>Categories of Data Subject:</b>
	<b>Subject matter of Processing:</b>  <b>Duration of Processing:</b>  <b>Nature of Processing:</b>  <b>Type of Personal Data:</b>  <b>Categories of Data Subject:</b>
	<b>Subject matter of Processing:</b>  <b>Duration of Processing:</b>  <b>Nature of Processing:</b>  <b>Type of Personal Data:</b>  <b>Categories of Data Subject:</b>
	<b>Subject matter of Processing:</b>  <b>Duration of Processing:</b>  <b>Nature of Processing:</b>  <b>Type of Personal Data:</b>  <b>Categories of Data Subject:</b>