

Terms and Conditions for Goods and Services

Terms and Conditions for Goods and Services v22.2 November 2022**General Terms and Conditions for the Supply of Goods and Services****1. Definitions and interpretation**

1.1 The following definitions shall apply to these terms and conditions:

Adequate Jurisdiction means a Third Country which is subject to an adequacy decision pursuant to regulations issued under section 17A of the Data Protection Act 2018 or under Schedule 21 of the Data Protection Act 2018 or otherwise approved as an adequate jurisdiction under applicable Data Protection Laws.

Affiliate means in relation to the Customer, any subsidiary, subsidiary undertaking and holding company of Customer (as those terms are defined in sections 1159 and 1162 of the Companies Act 2006), any subsidiary and subsidiary undertaking of such holding company. A company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1) (b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee, and shall include a body corporate outside the UK. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

Applicable Law(s) means any (a) statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision of the European Council or law (including any common law or civil law judgment, demand, order or decision of any court, Regulator or tribunal); (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (c) legally binding industry code of conduct or guideline, which in each case, relates to the Contract and/or the Goods and/or Services and/or the activities which are comprised in all or some of the Services, the use or application of the output from any part of the Services and/or the Customer's business or the business of any Affiliate.

Contract means the contract between the Customer and You comprising: (i) these terms and conditions; (ii) any agreements in writing, outside of these terms and conditions, signed by the Customer and You relating to the Goods and/or Services You are providing ("**Specific Terms**") (iii) any Purchase Order(s); and (iv) any other documents specified in a Purchase Order. If there is any inconsistency between documents comprising the Contract, they shall take precedence in the order listed above.

Customer means Santander and/or any subsidiary, affiliate or holding company of Santander and/or any subsidiary of a holding company of Santander as specified in a Purchase Order or required from the context.

Customer Group means Santander UK Group Holdings plc and its Affiliates from time to time and shall be deemed to include any administrator, receiver, liquidator, administrative trustee, trustee in bankruptcy or any similar official appointed with respect to Santander UK Group Holdings plc or any of its Affiliates (or a material portion of the assets of Santander UK Group Holdings plc or any of its Affiliates).

Customer Materials means any and all documents, samples, drawings, designs, plans and any other materials, information or data (a) provided by or on behalf of the Customer to You or any Permitted Subcontractor for the purpose of the Contract or (b) obtained or developed by You or any Permitted Subcontractor in connection with the Contract.

Data Protection Laws shall mean the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all Applicable Laws relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the ICO or other Regulator.

Any reference in this Contract to "**controller**", "**processor**", "**data subjects**", "**personal data**", and "**processing**", and shall have the meaning set out in, and will be interpreted in accordance with the Data Protection Laws.

Data Controller Schedule means a document which describes the Personal Data being processed by You in Your capacity as a controller in the performance or delivery of the Service and/or the activities described in the Data Controller Schedule.

Data Processing Schedule means a document which describes the Personal Data being processed by You in Your capacity as a processor in the performance or delivery of the Service.

Data Record shall have the meaning ascribed to this term in clause 15.2(h).

Day means a Day in London and **Working Day** means Monday to Friday inclusive excluding any English bank or public holiday.

Deliverables means any output created, developed, written or prepared by You or any Permitted Subcontractors on whatever media for the purposes of or in connection with any Services including any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto.

Goods means any goods specified in a Purchase Order or Specific Terms including any instructions or handbooks and Deliverables.

ICO means the Information Commissioner's Office and any successors or assigns.

Permitted Subcontractor means any subcontractor permitted in accordance with clause 10.2 below.

Personal Data means personal data processed by You (and/or Your Sub-processors) pursuant to the terms of this Contract, including that which is described in the Data Processing Schedule.

Provider means the person, firm or company to whom the Purchase Order is issued.

Purchase Order means a written purchase order issued by the Customer to purchase Goods and/or Services from You.

Regulators means (as the case may be) the Financial Conduct Authority, the Prudential Regulation Authority, the Bank of England, a Resolution Authority the ICO and/or such other governmental, regulatory or self-regulatory bodies that (a) You; (b) any of Your Affiliates; (c) any Permitted Subcontractors of You or Your Affiliates; (d) Customer; (e) a Customer Affiliate; and/or (f) the Services (or any part of them) are from time to time subject to.

Resolution means (i) any Resolution Insolvency Event and/or (ii) the exercise by any Resolution Authority of powers under or pursuant to any applicable law or any instrument created under or pursuant to any applicable law, in respect of one or more members of the Customer Group or all or any part of the business, assets or liabilities of any member(s) of the Customer Group with the purpose of ensuring or attempting to ensure continuity of business and services, the protection of assets and/or customers and/or the orderly wind down of all or part of the business of any member of the Customer Group in any jurisdiction or jurisdictions.

Resolution Authority means any regulator, authority, liquidator, administrator, special administrator, trustee, custodian, statutory body or other similar body in any relevant jurisdiction appointed with Resolution Powers (or their nominee appointed pursuant to such powers or any delegate of such nominee or delegate) with respect to You, Customer or any member of the Customer Group or all or any part of the business of Your business, Customer or member of the Customer Group.

Resolution Company means Customer, any Customer Affiliate or their successor companies following the Resolution or any company taking over the whole or any part of Customer, any Customer Affiliate or their successor companies and/or their respective business and/or customers pursuant to the Resolution.

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Resolution Entity means any member of the Customer Group that is the subject of a Resolution in whole or in relation to any part of its business, assets or liabilities.

Resolution Insolvency Event means:

- a) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding-up, reorganization, receivership, liquidation, administration or bankruptcy of any member(s) of the Customer Group other than for the sole purpose of a scheme for a solvent amalgamation of such member of the Customer Group with one or more other companies or the solvent reconstruction of any member of the Customer Group;
- b) any step being taken or procedure commenced with a view to the appointment of an administrator, a receiver, a liquidator, an administrative trustee, a trustee in bankruptcy or any similar official in respect of any member of the Customer Group or all or any part of the assets of any member of the Customer Group; or
- c) any event occurs, or proceeding is taken, with respect to any member of the Customer Group in any jurisdiction to which it is subject that has an effect equivalent or which is analogous or similar to any of the events mentioned in paragraphs (a) or (b) above.

Resolution Period means the period commencing on the date upon which (i) Resolution Powers are first exercised; or (ii) a Resolution Insolvency Event occurs, in each case until the date that the distribution of assets, liquidation, reorganisation and/or wind down of all or part of the relevant Resolution Entity in connection with a Resolution is completed plus, in the case of a Resolution resulting in divestment or transfer of assets or business of the Resolution Entity to a third party (in whole or in part), a period of six (6) months following such transfer.

Resolution Power means any power conferred by applicable law on any person (including any Resolution Authority) to initiate, carry forward, administer or enforce Resolution.

Santander means Santander UK plc.

Services means any services specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms.

Service Levels means any service levels specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms.

Third Country means a country or jurisdiction which is not the UK.

Third Country Agreement means either the: (i) standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, together with the International Data Transfer Addendum issued by the ICO pursuant to section 119A of the Data Protection Act 2018; or (ii) the International Data Transfer Agreement issued by the ICO pursuant to section 119A Data Protection Act 2018, each as may be amended from time to time.

TRA means a transfer risk assessment on the Data Protection Laws and Applicable Laws related to privacy and the processing of Personal Data applicable to the data importer of the Personal Data to assess whether the relevant data subjects will continue to have a level of protection after the transfer essentially equivalent to that provided by applicable Data Protection Laws.

UK means the United Kingdom of Great Britain and Northern Ireland.

You/Your means the person, firm or company to whom the Purchase Order is issued.

1.2 In these terms and conditions:

- (a) reference to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

- (b) references 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;

- (c) 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;

- (d) an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and

- (e) all obligations on You will be construed as obligations on You to comply and to procure that any and all Permitted Subcontractors comply with the same obligation.

2. Conditions Applicable

2.1 The Contract governs the purchase of Goods and Services to the exclusion of all other terms or conditions. No additional or alternative terms submitted by or referred to by You including any contained in Your quotation, acknowledgement or acceptance of the Purchase Order will form part of the Contract unless agreed otherwise in writing by the Customer.

2.2 Each Purchase Order shall be deemed to be an offer to buy Goods and/or Services from You subject to terms of the Contract. Save where the mode of acceptance is expressed in the Purchase Order, the Purchase Order shall be accepted by You either by expressly giving notice of acceptance to the Customer or impliedly by fulfilling the Purchase Order (in whole or in part) or otherwise acting in a manner which suggests Your agreement to supply the Goods and/or Services to the Customer, whichever is the earlier. The Customer shall be entitled to withdraw any Purchase Order at any time before it is accepted by You.

3. Your Obligations

3.1 In addition to any statutory implied terms in favour of the Customer, You agree and will ensure that the Goods and/or Services (as appropriate):

- (a) will be of satisfactory quality and fit for the purpose held out by You or which the Customer has made known to You at or prior to the time a Purchase Order is placed or otherwise where agreed between the parties;

- (b) will be free from defects including in design, materials and workmanship and will conform with the Contract and any standards, specification or sample (i) provided to You by the Customer; or (ii) provided by You to the Customer;

- (c) will comply with all Applicable Laws, British Standards regulations and codes of practice including, those relating to the manufacture, packaging, delivery and sale or supply of Goods;

- (d) will be performed using all reasonable skill and care by competent persons having all necessary expertise and experience;

- (e) will be provided with relevant manuals or instructions and, where required, appropriate installation and training will be provided by You without extra cost, unless agreed otherwise in writing prior to Contract;

- (f) will include any appropriate licence permission and/or rights to use any connected or related IPR (as defined in clause 9.1 below) in relation to them (or required to use or benefit from the Services or Goods or any part of them) which, unless otherwise agreed in writing, shall be provided on a royalty-free, perpetual, worldwide and irrevocable basis and any appropriate waivers to permit such use are obtained; and

- (g) will be performed in accordance with the Social Responsibility Protocol set out in Appendix A of these terms and conditions to ensure steps are taken to prevent slavery and human trafficking taking place in Your business and the business of Your subcontractors (if any)

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- 3.2 Without prejudice to the Customer's other rights and remedies (whether express or implied), You shall, without cost to the Customer and without delay repair or replace Goods which are or become defective (i.e. which do not meet all of the requirements of clause 3.1 above) within eighteen (18) months of delivery or twelve (12) months after putting into service, (whichever is the shorter), where defects have arisen despite proper usage and/or are due to faulty or inadequate design, materials or workmanship and/or arise from Your erroneous or inadequate instructions as to use and/or which arise from any breach of Your obligations under this Contract. You shall be responsible for all transport costs, and costs of dismantling, removal and re-installation. Replacement Goods shall be subject to further warranty periods as above. If You fail to repair or replace defective Goods within a reasonable time the Customer shall have the right to have the repair or replacement undertaken by third parties and to recover the full cost of repair from You.
- 3.3 You warrant, represent and undertake that:
- (a) in entering into this Contract, You have not done, and in performing its obligations under this Contract shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery laws and/or regulations;
 - (b) You shall have, and shall maintain in place throughout the term of this Contract, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance;
 - (c) You shall promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Contract;
 - (d) You shall not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - (e) You shall promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Contract;
 - (f) You shall have and shall maintain in place throughout the term of this Contract reasonable prevention procedures and policies to prevent the facilitation of tax evasion by another person (including Your employees) and to ensure compliance with clause 3.3(d);
 - (g) without prejudice to clause 10.2, You shall ensure that any person associated with You who is performing services in connection with this 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 You in this clause 3.3 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms; and
 - (h) You shall immediately notify Customer in writing on becoming aware of, or suspecting, any failure to comply with any provision of this clause 3.3.
- 3.4 In clause 3.3, the following terms shall have the following meanings:
- (a) For the purposes of clause 3.3(b) the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act)
 - (b) For the purposes of clause 3.3(f) the meaning of reasonable prevention procedure shall be determined in accordance with any
- guidance issued under section 47 of the Criminal Finances Act 2017; and
- (c) For the purposes of clause 3.3(g) a person associated with You includes any of Your subcontractors.
- #### 4. Supply of Goods and Services
- 4.1 Goods shall be delivered and Services shall be provided promptly during usual business hours at the date and place specified in the relevant Purchase Order. Time of delivery shall be of the essence. If no date is specified delivery or provision of Services and Goods shall take place within twenty-eight (28) Days of the date of the Purchase Order. You shall notify the Customer in writing, immediately in the event of any anticipated delay.
 - 4.2 If Goods and/or Services are not supplied in accordance with the Contract the Customer has the right to either: (i) reject such Goods and/or Services and request that they be re-supplied; or (ii) cancel all or any part of the Contract.
 - 4.3 Unless otherwise provided in a Purchase Order Goods shall be delivered at no extra cost to the Customer. Delivery shall include unloading by You.
 - 4.4 You shall provide a delivery note with each delivery detailing Goods delivered, Purchase Order number and date and delivery date, time and address. On delivery You must obtain a signed receipt from the Customer. The Customer's count of the number of Goods delivered shall prevail.
 - 4.5 Where the Customer has agreed to accept delivery by instalments, it shall be entitled to reject all instalments in the event of non-performance in respect of any instalment. Notwithstanding the foregoing, the Customer shall be entitled to treat each instalment as a separate contract and to accept one but not others.
 - 4.6 You shall provide the Services in accordance with any applicable Service Levels.
- #### 5. Title and Risk
- 5.1 Risk in the Goods shall pass to the Customer on delivery. Risk in any Goods rejected by the Customer shall revert to You immediately upon notice of rejection being served.
 - 5.2 Without prejudice to the Customer's right to reject Goods, title in the Goods shall pass to the Customer upon delivery, unless payment for the Goods is made prior to delivery in which case it shall pass to the Customer on payment.
- #### 6. Terms of Payment
- 6.1 The price of the Goods or Services shall be specified in the Purchase Order. The price shall be no more than price stated in Your last catalogue provided to the Customer, the last price quoted to the Customer or any agreed Specific Terms. Unless otherwise agreed in the Purchase Order, the price stated shall be inclusive of all other charges including packaging, delivery, expenses, levies, taxes (other than VAT) and tariffs but exclusive of VAT. On receipt of a Purchase Order You shall notify the Customer immediately of any errors or omissions in the price.
 - 6.2 Unless otherwise agreed, a separate invoice will be rendered against each Purchase Order and must quote the relevant Purchase Order number.
 - 6.3 All invoices relating to this Contract shall be sent to:

The Santander entity specified in the Purchase Order at:
Santander UK
BOX 7700
1 Capital Place
Harlow
United Kingdom
CM19 5AS
- containing such detail and with such supporting documents as Customer may reasonably require from time to time. You must accurately quote the PO on all invoices. Any invoices which You

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submit with a missing or incorrect PO will be returned to You unpaid.

- 6.4 The Customer shall pay properly rendered, valid and undisputed invoices (i.e. one that is not subject to a bona fide dispute) within thirty (30) Working Days of receipt of such invoices. You reserve the right to charge Customer interest on such unpaid and undisputed amounts at a rate of 1% per annum above the base rate of the Bank of England, calculated pro rata for the period starting 30 days after receipt of the valid invoice by Customer and ending on the date the relevant amount is paid by Customer. The parties acknowledge that the said interest rate is a substantial remedy for any late payment of invoices.
- 6.5 The Customer shall be entitled to set off any sums due from You to the Customer, whether arising from this Contract or otherwise, against any sums due from the Customer to You under the Contract.
- 6.6 Nothing shall oblige the Customer to accept or pay for Goods delivered in excess of or less than the Goods covered by a Purchase Order.
- 6.7 You shall provide a single bank account for payments by Customer and its Affiliates under this or any other contract.
- 6.8 You shall accept responsibility for accurately calculating and invoicing the price. Corrections of invoices that would result in additional payments by Customer will only be accepted by Customer within six months after issue of the original invoice.

7. Inspection and Acceptance

- 7.1 There will be no deemed acceptance of any Goods (whether due to payment, inspection, testing or otherwise) except as set out in this clause. Without prejudice to the Customer's other rights and remedies (whether express or implied), the Customer has the right inspect and test the Goods on and following after delivery. Inspection and/or testing shall take place within a reasonable time of delivery. Following any inspection and testing of the Goods by the Customer, the Customer will have 3 months (from and including the day of final testing and inspection) to notify You of any deficiencies in the Goods and unless Customer does so, the Goods will be deemed accepted at the end of such 3 month period.
- 7.2 Where any Goods do not comply with the Contract or are defective, without prejudice to any other rights the Customer may have (whether express or implied), the Customer shall have the right to:
- require You, at Your own expense, to promptly perform such work to render the Goods acceptable or replace the Goods with goods that conform with the Contract whilst maintaining the agreed delivery schedule; or
 - if repair or replacement is not complete within a reasonable time, reject such Goods and terminate the Purchase Order in whole or in part and buy Goods elsewhere.
- 7.3 You shall be liable for, and where necessary reimburse the Customer for, expenses which the Customer has incurred in inspecting and/or acceptance testing Goods which are subsequently rejected, the cost of returning such Goods to You and any other costs in connection with the rejected Goods.
- 7.4 In the event of rejection You shall promptly repay to the Customer any sums already paid to You in respect of such rejected Goods.

8. Variations

- 8.1 The Customer shall have the right at any time, by notice in writing, to add to, omit or otherwise vary Purchase Orders and You shall use Your best endeavours to carry out such variations as if they had been originally stated in such Purchase Orders.
- 8.2 On receipt of a notice of variation in accordance with clause 8.1 You shall notify the Customer in writing, without delay: (i) of any consequential adjustment in the price of the Goods or Services (price adjustments must be in accordance with the pricing submitted in Your original tender or catalogue); and/or (ii) if variation of the Contract would or is likely to prevent You from fulfilling any of Your obligations under the Contract.
- 8.3 On receipt of notice from You in accordance with clause 8.2 the Customer shall notify You, in writing whether or not to continue with

the variation. Until the Customer confirms the variation the Contract shall continue as if the instruction to vary had not been given.

9. Intellectual Property Rights

- 9.1 Unless the Purchase Order or any Specific Terms provide otherwise, in respect of intellectual and industrial property rights of any kind whatsoever (including copyright and database rights) existing or arising in respect of the Contract ("IPR"):
- Your pre-existing IPR and Your skills, methodology or know-how and any IPR which has not specifically been commissioned by the Customer shall remain vested in You, but without prejudice to any licence or rights granted under clause 3.1(f); and
 - any IPR created at the specific commission of the Customer (including artwork, designs and text) shall vest in the Customer and You hereby assign such IPR to the Customer with full title guarantee (free from all charges, liens and encumbrances). You shall ensure that IPR created by Your agents or sub-contractors vests in the Customer with full title guarantee (free from all charges, liens and encumbrances) and shall do such things and procure that such things are done as may be needed to effectively vest IPR with the Customer and procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist) arising from in any and all such IPR).
- 9.2 You warrant and agree that the Goods will (except to the extent that they comprise Customer Materials) be original works of authorship and the use of Goods will not subject the Customer to any third party claims.
- 9.3 You shall indemnify the Customer against any and all claims, liability, loss, damages, costs (including reasonable legal cost) and expenses which the Customer and its Affiliates may incur arising from any claim by a third party that the use of the Services, Goods or any other article provided or created by You infringes a third party's IPR, provided such use was in accordance with the terms of the Contract. If such claim arises, without prejudice to any other rights or remedies the Customer may have, the Customer may either (a) terminate the Contract or (b) require You at Your choice but Your own expense to (i) obtain a licence for the Customer to continue use or enjoyment of the relevant articles, Goods or Services; or (ii) replace the Goods or Services in respect of which such claim is made with goods of equivalent quality and functionality.

10. Assignment and Sub-contracting

- 10.1 You shall not transfer or assign the whole or any part of the Contract.
- 10.2 You shall not sub-contract all or any part of Your obligations under the Contract without the Customer's prior written consent which the Customer can withhold in its entire discretion. The restriction in this clause shall not apply to Your sub-contractors named in the Contract or who provide minor parts.
- 10.3 You shall not by virtue of entering into any sub-contract avoid liability to the Customer for breach of Your obligations under the Contract or otherwise arising from any acts or defaults of Your agents and/or sub-contractors for which You would otherwise be liable. You will remain primarily liable for the acts or defaults of Your agents and sub-contractors as though such acts and default were Your own.

11. Customer Materials

Any Customer Materials shall, without limitation, be and remain the property and IPR of the Customer or its licensors whether or not changed or developed by You and no assignment or licence of any Customer Materials is afforded to You. You shall keep at Your own risk and maintain the Customer Materials in good order. You agree that any Customer Materials You receive from the Customer or have collected on the Customer's behalf shall only be used in connection with the performance of this Contract and shall be returned to the Customer immediately on request or on termination or expiry of the Contract without retaining any copies.

12. Non-Solicitation

During the performance of the Contract and for 6 months thereafter, neither party shall solicit for employment any member of the other party's managerial, technical or specialist personnel with whom they

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have dealt with and who is an employee of the other party at the time of solicitation. Nothing in this clause will prevent either party from posting a job advertisement to the general public for any role, and/or subsequently employing a member of the other party's personnel following their successful application to such advertisement.

13. Termination / Cancellation

13.1 The Customer may by notice in writing immediately terminate the Contract or any agreement to supply Goods or Services made pursuant to a Contract at any time if:

- (a) You are unable to perform Your obligations under the Contract or if You commit a material breach of Your obligations and, where such breach is remediable, fail to remedy such breach within five (5) Working Days of receipt of notice requiring You to do so;
- (b) You cease or threaten to cease to trade or are unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or You enter into liquidation, or a resolution is passed to wind You up or an administration order is made against You;
- (c) You suffer a change of Control ("**Control**" shall bear the meaning attributed to it by Section 450 of the Corporation Tax Act 2010 (as from time to time amended) and "**Controlling**" shall be construed accordingly); or
- (d) You breach any of sub-clauses 3.3(a), (b) (d) and/or (f).

13.2 Subject to clause 13.3, on termination or expiry of the Contract for any reason if any part of the price has been paid by the Customer in advance and Goods and/or Services have not been delivered at the date of termination or expiry of the Contract (howsoever caused) any such advance payment shall be refunded to the Customer forthwith unless the Customer agrees to accept delivery after termination or expiry.

13.3 Upon expiry or termination of this Contract for whatever reason, You agree, at the request of the Customer to continue the provision of such of the Goods and/or the Services as the Customer shall reasonably require for the period of 6 months, or as otherwise agreed in writing between You and the Customer, in accordance with the terms and conditions of this Contract except that You shall be entitled to be paid for such Goods and/or Services based upon the charges (or such proportion of the charges) paid for those Goods and/or Services prior to expiry or termination of the Contract.

13.4 Expiry or termination of the Contract shall be without prejudice to any rights or remedies either party may be entitled to hereunder or at law.

13.5 The Customer may, on providing You with at least 15 days' written notice, amend or cancel a Purchase Order. If a Purchase Order is amended or cancelled, the Customer's liability to You shall be limited to the payment of all costs reasonably and properly incurred by You (as evidenced in writing) in respect of and up to and including the date of cancellation or amendment of the Purchase Order.

14. Confidentiality

14.1 Each party ("**Receiving Party**") agrees to keep and ensure that its Affiliates keep confidential any and all information disclosed to such party and/or its Affiliates by or on behalf of the other party and/or its respective Affiliates ("**Disclosing Party**") or otherwise obtained by the Receiving Party and/or its Affiliates in connection with the Contract including information relating to the Customer's and/or its Affiliates' products, services, customers, operations, processes, plans or intentions, know-how, IPR, market opportunities and business affairs whether in writing, orally, or by any another means and whether directly or indirectly ("**Confidential Information**").

14.2 The Receiving Party further undertakes and agrees that it will and that it will ensure that its Affiliates will:

- (a) not disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's prior written consent;
- (b) where You are the Receiving Party, use the Confidential Information solely as required for the performance of the Your

obligations under the Contract and not for Your own benefit or the benefit of any third party;

- (c) make every effort to prevent the use or disclosure of the Confidential Information other than in accordance with the Contract;
- (d) ensure that the Receiving Party's and its Affiliates' employees and any other persons to whom the Receiving Party and/or its Affiliates discloses Confidential Information to comply with the obligations set out in this clause 14.

14.3 The provisions of clause 14.2 above shall not apply to the extent that:

- (a) the Receiving Party can demonstrate that the relevant Confidential Information was lawfully in its possession prior to its disclosure by the Disclosing Party or was disclosed to it by a third party to which it is not under a duty of confidentiality in relation to the relevant Confidential Information;
- (b) the Confidential Information is in the public domain other than as a result of a breach of this clause by the Receiving Party or its employees, agents or sub-contractors;
- (c) the Confidential Information is required to be disclosed by the Receiving Party under any Applicable Laws or regulations, by any governmental, administrative or Regulator competent to require any such disclosure, or under the rules of any generally recognised stock exchange, or for the purpose of any proceedings of any court, provided that the Receiving Party promptly informs the Disclosing Party of such requirement unless it is prevented from informing the Disclosing Party of such disclosure, and co-operates in taking any steps available to minimise the disclosure.

14.4 You shall not use any trademark or trade name of the Customer (the "**Customer Trademarks**") or refer to the Customer or this Contract for any purpose without obtaining the Customer's prior written approval, which the Customer can withhold in its entire discretion.

14.5 The parties shall keep the terms and the subject matter of this Contract, and the negotiations relating to this Contract, confidential and shall not disclose it to a third party, other than to such persons as will of necessity acquire it as a consequence of that party's obligations under this Contract.

15. Data Protection Requirements**15.1 General compliance**

The parties agree that they will comply with Data Protection Laws, in their respective capacities as independent controllers, in respect of the processing of the other party's employee and personnel personal data for the purposes of administering and managing the day to day business relationship pursuant to this Agreement, including the processing of the other party's personal data in connection with issuing notices or invoices pursuant to this Agreement and responding and raising general queries in connection with this Agreement.

15.2 Provider (You) acting as a processor

The parties agree that the Customer (and/or the relevant Customer Affiliate) is the controller and You shall be the Customer's (and/or the relevant Customer Affiliate's) processor in relation to the Personal Data processed under this Agreement in the performance of the Services which is described in the Data Processing Schedule. In its capacity as processor, You shall (and you shall ensure that Your Sub-processors shall):

- (a) process the Personal Data in accordance with Your obligations under Data Protection Laws;
- (b) process Personal Data only to the extent necessary to provide the Services and in accordance with documented instructions from the Customer unless You are required to process Personal Data otherwise than as instructed in accordance with UK laws (provided that, in such a case, You shall inform the Customer of that legal requirement before processing, unless such UK law prohibits You from doing so);

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- (c) immediately inform the Customer if, in Your reasonable opinion, an instruction received in connection with this clause 15.2 infringes any Data Protection Laws;
- (d) ensure that persons authorised to process the Personal Data: (i) only access the Personal Data on a need to know basis as necessary to perform their role in the provision of the Services; (ii) are bound by confidentiality obligations in respect of the Personal Data (in accordance with the terms of this Agreement); and (iii) are made aware of their duties and obligations under Data Protection Laws in respect of the Personal Data and the terms of this clause 15;
- (e) subject to clause 15.2(f) below, not use subcontractors, Affiliates of You or any other third party to process Personal Data ("**Sub-processors**") under this Agreement unless You have obtained the prior, written consent from the Customer to do so pursuant to clause 10.2, which consent is granted in respect of the Sub-processors listed in the Data Processing Schedule (if any) and **provided that** You have entered into a written contract with each Sub-processor, which includes substantially the same obligations on the Sub-processor as those imposed on You by the Customer under this Agreement, prior to any processing of the Personal Data by the Sub-processor. You shall remain fully liable for the performance of the Sub-processor's obligations and shall remain liable to the Client for any act(s) and/or omission(s) of any Sub-processors engaged pursuant to this Contract that constitute a breach of the data protection requirements imposed on You under this Contract as if these acts and/or omissions were Your own acts and/or omissions;
- (f) subject to clause 15.2(e) above, not process Personal Data in or from, or transfer Personal Data to, a Third Country without having first obtained the Customer's prior written consent, which may be given at the discretion of the Customer and only provided that, prior to the transfer, one of the following conditions applies:
- (i) the data importer is located in an Adequate Jurisdiction (subject to any applicable restrictions); or
 - (ii) (without prejudice to clause (iii)) You have entered into a Third Country Agreement directly with the relevant data importer in the Third Country; or
 - (iii) (at the election of the Customer) the Customer has entered into a Third Country Agreement with You or, as the case may be, the relevant data importer, and in the case of the latter, You shall procure that the relevant data importer enters into that Third Country Agreement with the Customer; or
 - (iv) such other valid and adequate safeguard or transfer mechanism as approved by the ICO or other applicable Regulator, or otherwise approved pursuant to Data Protection Laws, has been put in place, as agreed in writing between the Customer and You;
- (g) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against the destruction, damage, loss, alteration, unauthorised disclosure of, or access to, the Personal Data, which shall include, as a minimum, the measures required pursuant to the Security Schedule (which may be attached to this Contract or notified to You separately);
- (h) maintain a written record, including in electronic form (the "**Data Record**"), of processing activities carried out on behalf of the Customer pursuant to this Contract, and promptly upon request provide a copy of the Data Record to the Customer, which shall contain the following:
- (i) the name and the contact details of You and details of Your data protection officer ("**DPO**") (if applicable);
 - (ii) the types of Personal Data processed, categories of data subjects and the processing activities carried out (including the location(s) of processing);
 - (iii) the name and contact details of all Sub-processors (and their DPO, if applicable), their location(s) of processing and details of the relevant safeguard or transfer mechanism (as set out in clause 15.2(f) above) in place with each Sub-processor; and
- a general description of the technical and organisational security measures in place in relation to the processing;
- (i) notify the Customer in writing and without undue delay (and in any event, not later than 24 hours) after becoming aware of a Personal Data Breach. Such notification shall include the following information: the nature of the Personal Data Breach, the categories and approximate number of data subjects and volume of Personal Data records concerned and any measure proposed to be taken to address and mitigate the possible adverse effects of the Personal Data Breach. To the extent it is not possible to provide the relevant information at the same time, the information may be provided in phases without delay, provided that You (and the Sub-processor, as applicable) may not delay notification under this clause 15.2(i) on the basis that an investigation is incomplete or ongoing;
 - (j) not make or permit any announcement, public disclosure or regulatory notification in respect of the Personal Data Breach to any person without the Customer's prior written consent, which may be given, withheld or made subject to conditions at the Customer's sole discretion unless You (or Your Sub-processor) is required to make such announcement, disclosure or notification by UK law (in which case You shall promptly inform the Customer unless You are prohibited from doing so by such UK law);
 - (k) provide, upon request from the Customer or a Regulator, all reasonable cooperation and assistance to the Customer in order to assist and/or facilitate the Customer in complying with its obligations under Data Protection Laws and/or for the purposes of cooperating and/or liaising with a Regulator;
 - (l) provide reasonable assistance to the Customer in:
 - (i) responding to requests for exercising data subjects' rights under the Data Protection Laws, including by notifying the Customer without delay of any such request You may receive from a data subject in respect of the processing of their Personal Data;
 - (ii) responding to communications received from Regulators in respect of the processing of Personal Data under this Contract, including by notifying the Customer without delay of any such communication You may receive from a Regulator (unless You are prohibited from notifying the Customer pursuant to Applicable Laws);
 - (iii) documenting any Personal Data Breach and reporting any Personal Data Breach to any Regulator and/or to data subjects;
 - (iv) taking measures to address and/or mitigate the possible adverse effects of a Personal Data Breach;
 - (v) conducting data privacy impact assessments in relation to the Personal Data and consulting with the ICO, any

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applicable Regulator or appropriate persons, accordingly; and

details of all steps taken to address any risks identified in that TRA; or

(iv) promptly upon request of the Customer, transferring Personal Data to a third party in compliance with a request from a data subject to exercise their right to data portability.

(b) (at the election of the Customer) promptly assist and cooperate with the Customer in completing a TRA in respect of a transfer and You shall at the request of the Customer take steps to address any risks identified in that TRA (having agreed those steps in writing with the Customer).

(m) comply with the terms of clause 17 (Audit and Access) in connection with the Customer auditing compliance with the data protection obligations in this Contract (which shall include the right for the Customer to audit in the event of a Personal Data Breach).

15.8 Provider (You) acting as controller

To the extent that You are processing Personal Data in Your capacity as a controller in the performance or delivery of the Service, You shall comply with: (a) Your obligations as a controller pursuant to the Data Protection Laws; and (b) the terms of the Data Controller Schedule in respect of all such processing including in respect of the specific Services and processing activities described in the Data Controller Schedule.

End of processing – return, deletion

15.3 Subject to clauses 15.4 and 15.5, following a request from the Customer You will (and will ensure that all Sub-processors will), at the Customer's discretion, promptly return or delete (or destroy) all Personal Data held by You (or Sub-Processor) and certify in writing (within 14 days of such request) that this clause 15.3 has been complied with.

16. Resolution

16.1 If any member of the Customer Group is subject to Resolution, then

15.4 Where no specific request has been placed by the Customer under clause 15.3 above and subject to clause 15.5, within a period of 6 months following termination of this Contract, You will (and will ensure that all Sub-processors will) securely delete or destroy all copies of Personal Data held by You (or Sub-processor), and certify that Personal Data has been deleted or destroyed, provided that You give at least 30 days' notice to the Customer of when such deletion or destruction is to occur, giving the Customer an opportunity to object or provide alternative instructions in accordance with clause 15.3.

(a) the Resolution Authority shall be entitled to enforce this Contract or part of it (as applicable) as if it were the Resolution Entity and You shall be entitled to rely upon the instructions and directions of the Resolution Authority as if they were given by the Resolution Entity;

(b) where directed by the Resolution Authority or the Customer or a Resolution Company, You shall enter into:

i. a novation agreement to effect the transfer of this Contract, in whole to any new controlling party or transferee; or

ii. a novation agreement and a variation agreement to effect the transfer of this Contract, in part to any new controlling party or transferee;

15.5 Where You (or Sub-processor) are required to retain Personal Data in order to comply with Applicable Laws, You must notify the Customer and You shall retain such Personal Data only in Your capacity as a controller and shall comply with Your obligations as a controller pursuant to the Data Protection Laws.

and, in each case, shall support the orderly transfer of the Contract;

Restricted transfers

15.6 In connection with transfers pursuant to 15.2(f) above, in the event that:

(i) the data importer is no longer located in an Adequate Jurisdiction; or

(ii) any appropriate safeguard or transfer mechanism used for a transfer of Personal Data to a data importer in a Third Country pursuant to clause 15.2(f) should be held to be invalid or if (in the opinion of the Customer) the safeguard or mechanism used provides inadequate protection for the Personal Data,

You shall, at the direction of the Customer (and You shall procure that Your Sub-processors shall) promptly:

(iii) implement an alternative appropriate safeguard for the transfer or make necessary amendments to the existing safeguard (including by implementing supplementary measures); or

(iv) cease the transfer of the relevant Personal Data;

in each case, as agreed in writing between You and the Customer (taking into account, if applicable, any requirements and/or agreed transition periods specified by an applicable Regulator).

(c) notwithstanding any termination rights and subject to the terms of this Contract, You shall continue to provide the Services during the Resolution Period;

(d) Your rights of termination, whether pursuant to this Contract or otherwise, for convenience, or in relation to any acts or omissions in relation to, or breaches of, this Contract (in each case that may arise in connection with Resolution or that arose but were not exercised prior to the Resolution Period) shall be suspended during the Resolution Period as long as the Resolution Company fulfils its payment obligations under this Contract and rights so arising shall not be exercisable following the end of the Resolution Period except for rights that arose within the 3 months immediately prior to the Resolution Period commencing; and

(e) You may not terminate this Contract (whether pursuant to the terms of this Contract or otherwise) as a result of a deterioration in the financial circumstances of, or the restructuring of, the Customer so long as the Customer or any Resolution Company fulfils its payment obligations under this Contract.

15.7 To the extent that You are authorised by the Customer to make a transfer in accordance with clause 15.2(f), You shall (and shall procure that Your Sub-processors shall):

(a) (in the case of clause 15.2(f) (iii) and (iv)):

(v) ensure that You have conducted an accurate and comprehensive TRA prior to making any such transfer and that You have taken steps to address any risks identified in that TRA; and

(vi) promptly upon request provide the Customer with a copy of the Third Country Agreement and/or the TRA and the

17 Audit and Access

17.1 You shall (and shall procure that Your Affiliates and any Permitted Subcontractors) provide all reasonable assistance at all times for the duration of this Contract and for a period of 2 years thereafter for the purposes of allowing any Regulator, Customer and any Regulator's and/or Customer's personnel, auditors and nominated third parties (together the "Auditing Bodies") to access and obtain any information or records (in accordance with clause 17.2) reasonably necessary to carry out an audit in connection with this Contract.

17.2 You shall allow the Auditing Bodies access to the relevant premises, records, information, employees, agents and subcontractors at all reasonable times for the purpose of examining the operation of the Services and compliance with the obligations arising under this Contract subject to Customer giving You not less than 24 hours' prior notice (save in the case of emergency or a request by a Regulator) and subject to Customer complying with all reasonable rules and instructions made known by You to Customer in advance.

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17.3 You shall ensure that the Auditing Bodies are granted equal rights to those set out in this clause 17 in respect of all of Your Permitted Subcontractors from time to time.

17.4 You shall (and shall procure that all of Your Permitted Subcontractors shall) provide each Auditing Body with all reasonable co-operation, access and assistance in relation to each audit.

17.5 The provisions of this clause 17 shall at all times be subject to Your obligations under clause 15 (Data Protection Requirements) and in the event of any conflict between this clause 17 and clause 15, Clause 15 shall prevail.

18. General

18.1 You shall ensure that when any of Your obligations are performed on the Customer's or its Affiliates' premises, systems or data You and your employees, contractors and agents comply with all screening and vetting, health and safety, security and other requirements and/or policies notified to You.

18.2 Any notice under or in connection with this Contract must be in writing and delivered by hand or first-class post to the person at the address of the other party as notified to the other in writing from time to time.

18.3 No waiver by the Customer of any breach of this Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provisions.

18.4 Any variation to these terms and conditions shall not be valid unless in writing and signed by both parties.

18.5 Subject to clause 18.6, any dispute arising between the parties in connection with this Contract which cannot be resolved by the parties within thirty (30) Days of notice of the dispute being served by one party on the other shall first be referred to mediation. If the parties are unable to agree a procedure or any aspect of a procedure, they shall seek assistance from the Centre for Dispute Resolution in London. Unless otherwise agreed, the parties shall share equally the costs of mediation. If the parties are unable to resolve any such dispute using a mediation process within 30 days of starting the mediation process, the parties may refer the matter to the courts of England and Wales.

18.6 Nothing in this Contract shall prevent either party from applying to the courts of any other country for injunctive or other interim or equitable relief.

18.7 Nothing in the Contract shall be construed as creating any partnership or joint venture between the parties. Neither party shall have authority to act on behalf of or represent the other in any way or be deemed to be an agent of the other or have power to enter into any transaction on behalf of or otherwise bind the other in any way.

18.8 If any provision (or any part of any provision) of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, voidable or unenforceable the offending terms (or the offending parts of any provisions) shall be amended or severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.

18.9 This Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter. Nothing in this clause 18.9 will be interpreted as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

18.10 The parties do not intend any term of this Contract to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not named in a Purchase Order.

18.11 This Contract and any non-contractual obligations arising out of or in connection with it (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract (including in relation to non-contractual obligations), its termination or its formation) shall be governed by and construed in accordance with the Law of England and Wales and subject to clause 18.6, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX A

**SANTANDER GROUP CORPORATE SOCIAL RESPONSIBILITY
PROTOCOL**

By virtue of that established in relation to human rights, labour rules and environment protection in the UN World Pact, announced during the world economic forum that took place in Davos (Switzerland) in March 1999, and to which Banco Santander S.A. has adhered, there are ten principles that, divided into four categories, the Provider and its subcontractors (if any) commits to observe:

1. **Human Rights**
 - 1.1. Support and respect the protection of internationally proclaimed fundamental human rights, within their scope of influence
 - 1.2. Report any infringement of human rights they may come across
2. **Labour Rules**
 - 2.1. Businesses should endorse freedom of association and effective recognition of the right to collective bargaining
 - 2.2. The eradication of all forms of forced or coerced labour
 - 2.3. The abolition of child labour
 - 2.4. The elimination of discrimination practices regarding employment and occupation
3. **Environment**
 - 3.1. Businesses should uphold a preventive approach which benefits the environment
 - 3.2. Promote initiatives that encourage greater environmental responsibility
 - 3.3. Encourage the development and diffusion of environmentally friendly technologies
4. **Anti-corruption Fight**
 - 4.1. Businesses should work against all types of corruption, including extortion and bribery

The Provider declares to understand the scope of these ten principles and commits to endeavouring to respect them while undertaking its management.