

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES



1. Definitions and Interpretation

- 1.1. "Conditions" means these terms and conditions.
- 1.2. "Deliverables" means all products and materials to be developed by the Supplier or its affiliates, agents, contractors or employees as part of, or in relation to, the Services, in any form.
- 1.3. "Force Majeure Event" means any event preventing the performance by a party of its obligations under a Purchase Order or SoW arising directly from an act beyond the reasonable control of the affected party that was not known or reasonably foreseeable by the affected party at the date of the relevant Purchase Order or SoW.
- 1.4. "Former THE PHOENIX WORKS Affiliate" means any entity that was formerly a member of the The Phoenix Works Group but which has ceased to be such a member (which term for this purpose includes any acquirer of any business of the The Phoenix Works Group).
- 1.5. "Goods" means the goods, equipment, hardware and software (if any) being purchased by The Phoenix Works under the Purchase Order and (if applicable) the relevant SoW, but excluding any Deliverables.
- 1.6. "Intellectual Property Rights" means patents, trademarks, service marks, rights (registered or unregistered) in any designs, trade or business names, copyright (including rights in computer software) and circuit topography rights, secret formulae and processes, other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, applications for any of the foregoing rights and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.
- 1.7. "The Phoenix Works" means the The Phoenix Works issuing a Purchase Order.
- 1.8. "The Phoenix Works" means Phoenix Renewables Ltd T/A The Phoenix Works (and any successor or future parent undertaking) and any of its subsidiary undertakings (as defined in section 1161 and 1162 and schedule 7 of the UK Companies Act 2006) from time to time or any other entity or undertaking in which it (and/or any of such subsidiary undertakings) owns or controls at least 50% of the share capital or voting rights or has the right to appoint or remove at least 50% of the board of directors (or equivalent body).
- 1.9. "Purchase Order" means a written purchase order issued by a The Phoenix Works Group member for the purchase of goods, equipment, products, hardware, software, services and/or deliverables that refers to these Conditions.
- 1.10. "Services" means the services or work being purchased by The Phoenix Works under the Purchase Order and (if applicable) the relevant SoW and the provision of the agreed Deliverables.
- 1.11. "SoW" means the statement of work, order form or other equivalent agreement agreed between the Phoenix Works and the Supplier that sets out contractual terms and conditions (in addition to these Conditions) applicable to the sale or supply and purchase of the Goods, Services and/or Deliverables specified in the relevant SoW and Purchase Order.
- 1.12. "Supplier" means the company or person to whom the Purchase Order is addressed and issued.
- 1.13. The definitions of words in the singular include the plural form thereof and vice versa and "including" (and any grammatical variants thereof) or any other similar expressions shall be construed as illustrative and shall not limit or restrict the meaning, scope, class, category or type indicated by the words preceding those terms.

2. Applicability

- 2.1. These Conditions (together with any additional terms set out in any applicable SoW) shall govern the sale or supply of Goods, Services and/or Deliverables by the Supplier unless The Phoenix Works has agreed other contractual terms in writing with the Supplier (signed by a duly authorised representative of The Phoenix Works) ("Agreed Terms"). These Conditions and shall be deemed incorporated in any

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contract between The Phoenix Works and the Supplier (the “Parties”) for the sale or supply to The Phoenix Works of Goods, Services and/or Deliverables unless Agreed Terms apply.

- 2.2. Any other Supplier or third-party terms and conditions reflected or referenced in any acknowledgement, delivery note, invoice, quotation (including where such quotation is included or referred to in the Purchase Order) or other document (including any e-mail communication or hyperlink) shall not apply unless expressly stated otherwise in the relevant SoW or Purchase Order. In the case of conflict these Conditions shall take precedence over any other terms included or referred to in a SoW or Purchase Order, unless the relevant SoW or Purchase Order expressly provides that the relevant conflicting clauses of these Conditions are intended to be amended, disappplied or replaced.
- 2.3. The Phoenix Works shall not be legally or financially obliged or committed to purchase any goods, equipment, products, hardware, software, services and/or deliverables unless and until The Phoenix Works has duly issued (and not revoked prior to acceptance) a Purchase Order relating to such goods, equipment, products, hardware, software, services and/or deliverables and the Supplier has accepted such Purchase Order in accordance with these Conditions (and The Phoenix Works’ commitment is limited to the extent of such Purchase Order).
- 2.4. Notice of acceptance or rejection of any proposed Purchase Order shall be provided by the Supplier to The Phoenix Works in writing not more than five calendar days after the proposed Purchase Order is received by the Supplier, failing which the Supplier shall be deemed to have accepted such proposed Purchase Order and the Supplier shall be obliged to fulfil the Purchase Order (provided that the Supplier will not have a right of rejection, and a Purchase Order shall be deemed immediately accepted by, and binding on, the Supplier, where the Purchase Order has been issued pursuant to an SoW). Nothing in this clause will prevent the Supplier's implied acceptance of the Purchase Order and these Conditions by conduct.
- 2.5. The Phoenix Works shall have the right, (subject to compliance with the applicable notice period for cancellation, if any, agreed in the relevant SoW), to cancel by written notice to the Supplier any Purchase Order in respect of any undelivered Goods or in respect of any Services or Deliverables not provided or performed at the time of cancellation. The Supplier may invoice for any accepted Goods, Services or Deliverables duly performed and delivered prior to the date of such cancellation.
- 2.6. The Phoenix Works shall be solely liable for the performance of its obligations under a Purchase Order and/or SoW and no other Liberty Global Group member or Former THE PHOENIX WORKS Affiliate shall have any liability or responsibility in connection with such Purchase Order or SoW.
- 2.7. The Phoenix Works provides services to certain members of the Liberty Global Group and in the context of those services Goods, Services and/or Deliverables (together with any associated rights) may be used by or for the benefit of the Liberty Global Group.

3. Delivery

- 3.1. The date of delivery of Goods and the provision of any Services shall be as specified in the Purchase Order or SoW (and if not specified shall be within a reasonable period of time). Time shall be of the essence where a date of delivery or performance by the Supplier is specified in the Purchase Order or relevant SoW.
- 3.2. Without prejudice to any other rights that The Phoenix Works may have, if the Supplier is late with any delivery of Goods or provision of any Services The Phoenix Works shall have the right to terminate the Purchase Order and/or relevant SoW (without liability to The Phoenix Works) at any time before delivery of the Goods or provision of the Services and separately, if set out in the Purchase Order or SoW, The Phoenix Works shall be entitled to receive payment of liquidated damages, which are a commercially agreed genuine pre-estimate of loss but are not intended to reflect the full extent of such losses.
- 3.3. The Goods shall be delivered by the Supplier, properly packed and secured in accordance with best industry standards and applicable laws and regulations, at its cost and risk DDP (INCOTERMS 2020) to the address specified in the Purchase Order or relevant SoW. The Supplier shall deliver the Goods with all

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necessary paperwork required by applicable laws and regulations or otherwise reasonably requested by The Phoenix Works.

- 3.4. The Supplier shall repair or replace free of charge any Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until the replacement Goods have been delivered. The Phoenix Works reserves the right to hold such damaged Goods at the Supplier's risk or to return them at the risk and expense of the Supplier.
- 3.5. The Supplier shall provide reasonable advice, cooperation or assistance in connection with The Phoenix Works' enjoyment of use of Goods, Deliverables or Services provided under the Purchase Order or relevant SoW.

4. Acceptance

- 4.1. The Supplier shall allow The Phoenix Works to inspect and/or test the Goods, Deliverables or Services before giving acceptance. No final acceptance shall occur (or be deemed to occur) until The Phoenix Works confirms the same in writing.
- 4.2. Following the inspection and/or testing of the Goods, Services or Deliverables The Phoenix Works shall be entitled to reject any Goods, Services, or Deliverables which do not comply with the standard required or the terms expressed or implied in the Purchase Order or relevant SoW as to quality, quantity, condition, fitness for purpose, description or otherwise. Where Goods are supplied in bulk and only part of such Goods do not comply with the relevant standard, The Phoenix Works may reject, at its option, either the entire delivery or that part of the Goods which is found not to comply. Goods, Services or Deliverables so rejected, unless collected by the Supplier, will be returned at the Supplier's expense and risk.
- 4.3. Without prejudice to any other rights or remedies, if any Goods, Services or Deliverables are rejected by The Phoenix Works for non-compliance on two or more occasions, The Phoenix Works may terminate the Purchase Order or relevant SoW.

5. Work on The Phoenix Works' Premises

Where any Purchase Order or SoW involves work being carried out on or delivery at The Phoenix Works' premises the Supplier and its employees, agents and sub-contractors shall observe all statutory rules and regulations and all of The Phoenix Works' applicable policies, rules and regulations. The Phoenix Works may (at its sole discretion) refuse to admit or may order the removal of any person who in its reasonable opinion is not fit to be on the premises.

6. Price

- 6.1. The price of the Goods and the Services (including related Deliverables) shall be as stated in the Purchase Order or relevant SoW and, unless otherwise so stated, shall be: (a) exclusive of any applicable value added tax; (b) reflective of DDP (INCOTERMS 2020) referenced in clause 3.3.; (c) inclusive of all other charges and costs (including of packaging, packing, shipping, carriage, insurance and delivery) and of any duties, taxes or levies other than value added tax; and (d) full and exclusive remuneration of the Supplier for performance of its obligations under the Purchase Order and relevant SoW. Where an SoW allows for reimbursement of certain expenses by the Supplier, all such reimbursable expenses must at all times be approved by The Phoenix Works in writing in advance and must be supported by receipts included with each invoice. If The Phoenix Works is required to make any withholding from amounts payable to the Supplier, The Phoenix Works may make such withholding and shall pay to the relevant authority the amount of such withholding. Payment by The Phoenix Works to the Supplier of the amount net of such withholding and to the relevant tax authority of the withholding tax shall constitute complete settlement of the relevant sums due.

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- 6.2. No increase in the price may be made (whether on account of additional effort, additional or increased material, labour or transport costs, fluctuation in rate of exchange or otherwise) without the parties' prior agreement in writing.
- 6.3. Each invoice shall: (i) bear the date of the relevant invoicing milestone agreed in the Purchase Order or SoW, or where no such milestone has been agreed, shall bear the date of the last day of the calendar month in which acceptance of the Goods, Services and/or Deliverables by The Phoenix Works in accordance with clause 4. occurred ("Acceptance"); (ii) cross refer to the Purchase Order to which it relates; (iii) (where applicable) specify the price per unit, and (iv) specify the amount of VAT and the total amount due. The Supplier may only issue an invoice following completion of the corresponding invoicing milestone agreed in the SoW or Purchase Order or, in absence of agreed invoicing milestones, upon Acceptance of the final Goods and/or Deliverables under the relevant Purchase Order or SoW (subject to receipt of approved timesheets where applicable in respect of Services and/or Deliverables).
- 6.4. Subject to Acceptance, payment of the undisputed price shall be made within 60 days of receipt of the Supplier's correctly presented invoice, unless (i) a different period is agreed by the Parties in writing; or (ii) a shorter period is notified in writing by The Phoenix Works to the Supplier from time to time.
- 6.5. The Phoenix Works shall be entitled to set off against the price any sums owed to the The Phoenix Works by the Supplier.
- 6.6. If payment is late, the defaulting party shall not be in default until it has received a notice of default from the other party in which it is granted a reasonable period for performance of its payment obligations. If payment is still late the defaulting party shall pay to the other (if demanded) interest on any undisputed amount outstanding at the rate of 1% per annum above the current base rate of Barclays Bank plc, for the period from the due date until the date of actual payment.
- 6.7. The Supplier shall not issue any invoice 90 days after the end of the period in which the charges were incurred.
- 6.8. No payment of, or on account of, the price shall constitute any admission by The Phoenix Works as to proper performance by the Supplier of its obligations under any Purchase Order or SoW.

7. Title

Risk and title in the Goods and Deliverables shall pass to The Phoenix Works on due delivery (or, where such Goods and/or Deliverables are subject to acceptance testing on or after delivery, on Acceptance of such Goods and/or Deliverables).

8. Software Licence

- 8.1. The Supplier grants to The Phoenix Works a nonexclusive, worldwide, royalty free, perpetual (unless a shorter term is specified in the relevant SoW) and irrevocable right to use (by its personnel and agents) any software supplied (together with any updates or new versions to that software), whether on an on-premises, hosted/SaaS or other basis and any associated materials for such purposes as The Phoenix Works may require and, where relevant, to sub-license any such item to any member of the The Phoenix Works and to its or their respective customers for the purpose of accessing and using The Phoenix Works' services. The Phoenix Works shall not make any copies or duplicates of any such item (unless reasonably necessary to do so for the above purposes) without the Supplier's prior written consent, save for backup and archival purposes.
- 8.2. On the Supplier's written request, but not more frequently than once per year, The Phoenix Works shall report to the Supplier its then-current deployment of the Supplier's proprietary software licensed to The Phoenix Works under the Conditions and specified in the relevant written request.

9. Warranty, Indemnity and Liability

- 9.1. The Supplier warrants, represents and undertakes to The Phoenix Works that (without prejudice to The Phoenix Works' rights and remedies implied by statute and common law):

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- (a) the Supplier has the corporate power and authority to execute, deliver and perform its obligations under the Purchase Order and has the right to and shall supply all Goods and Deliverables free from any charges, liens or other encumbrances;
 - (b) all Goods, Deliverables and Services shall correspond with description and other specification supplied or made known to the Supplier and with any sample and comply with all applicable laws and regulatory requirements;
 - (c) the Goods and Deliverables will be fit for purpose and free from defects in design, material, workmanship and performance and the Services will be performed with reasonable care and skill;
 - (d) The Phoenix Works' receipt, possession and/or use of the Goods, Services and Deliverables provided by the Supplier (or its subcontractor) shall not infringe any Intellectual Property Rights of any person;
 - (e) in providing the Goods, Services and/or Deliverables the Supplier will comply with (and will ensure that its and its subcontractors' personnel comply with) all applicable laws and regulations (including in relation to bribery, corruption, sanctions, embargoes, export controls, health and safety and environmental matters) and will comply with The Phoenix Works' Code of Conduct, Anti-Corruption Policy and Responsible Procurement and Supply Chain Principles (as each have been provided to the Supplier);
 - (f) neither it nor any of its affiliated entities or subcontractors are subject to any "prohibited parties list" maintained by the U.S. government, the UK or other applicable jurisdiction, or are otherwise subject to, or doing business in countries subject to, prohibitions, sanctions or trade embargoes; and
 - (g) so far as the Supplier is aware (having conducted adequate and appropriate due diligence) the Goods are free from, and do not use, incorporate or contain any "conflict minerals" that have originated from the Democratic Republic of Congo or an adjoining country in breach of any applicable laws (including the US Dodd-Frank Act).
- 9.2. Nothing in these Conditions, the Purchase Order or the relevant SoW excludes or limits:
- (a) a party's liability to the other party for fraud or wilful misconduct or for death or personal injury due to its own negligence or its employees' or agents' negligence whilst acting in the course of their employment;
 - (b) the Supplier's liability under clause 9.1.(e), clause 13. or clause 14. or under any indemnity given by the Supplier in these Conditions.
- 9.3. Subject always to the provisions of clause 9.2., neither party shall be liable to the other for any type of special, indirect or consequential loss including any loss of profit.
- 9.4. (a) Subject always to the provisions of clauses 9.2. and 9.3., the Supplier's liability to The Phoenix Works, whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with each Purchase Order shall not exceed for the relevant Purchase Order in the aggregate the greater of £2 million or 200% (two hundred percent) of the total amounts paid or payable by The Phoenix Works to the Supplier under the relevant Purchase Order.
- (b) Subject to clauses 9.2. and 9.3., The Phoenix Works' liability to the Supplier or its affiliates whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with each Purchase Order shall not exceed for the relevant Purchase Order 100% (one hundred percent) of the total amounts paid or payable by The Phoenix Works to the Supplier under the relevant Purchase Order.
- (c) Where multiple Purchase Orders are issued to the Supplier by The Phoenix Works that relate to, and are issued under, the same SoW, then for the purposes of this clause 9.4. the amounts of these Purchase Orders shall be aggregated and treated as being a single Purchase Order.
- 9.5. The Supplier will at all times maintain insurance with a reputable insurance company against all liability under the Purchase Order and shall provide reasonable evidence of such insurance to The Phoenix Works on request.

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10. Remedy

Without prejudice to any other right or remedy, if any Goods, Deliverables or Services are not supplied or performed in accordance with the Purchase Order or relevant SoW, then The Phoenix Works shall be entitled, by notice, to require the Supplier to repair the Goods, Services or Deliverables or to supply replacement Goods, Deliverables or Services in accordance with the Purchase Order or relevant SoW within 7 days of such notice or to have them so repaired or re-performed by a third party in which case the Supplier shall reimburse The Phoenix Works for all costs and expenses thereby incurred.

11. Termination

- 11.1. Either party may terminate the Purchase Order and/or relevant SoW without liability immediately upon notice in writing to the other party if the other party at any time shall become insolvent or become the subject of a winding up order (of any type) or an administration order, or have an administrative receiver appointed (including under the Law of Property Act), or compound with its creditors, enter into a company voluntary arrangement or scheme of arrangement (in any such case other than in connection with liquidation a reconstruction or amalgamation) or is subject to an event that has the equivalent or similar effect to any of the aforementioned events.
- 11.2. Either party may terminate the Purchase Order and/or relevant SoW immediately upon written notice to the other at any time for material breach (i) not capable of remedy, or (ii) if the breach is capable of remedy, it is not remedied within 30 days' written notice to remedy the same.
- 11.3. The Phoenix Works may terminate the Purchase Order and/or relevant SoW at any time by giving not less than 30 days' written notice to the Supplier, without liability.
- 11.4. On termination or expiry of the Purchase Order or relevant SoW, the Supplier shall return all information or materials made available by or on behalf of The Phoenix Works to the Supplier in connection therewith and shall co-operate fully with The Phoenix Works to ensure an orderly, efficient and undisruptive as reasonably possible transfer of the Supplier's obligations to The Phoenix Works (or its nominated third party).

12. Intellectual Property

- 12.1. Subject to the rest of this clause, neither Party shall acquire any rights to any Intellectual Property Rights owned by the other Party and/or its licensors, whether pre-existing or created during the term of the Purchase Order or relevant SoW.
- 12.2. If during the delivery of the Goods, Deliverables and Services the Parties jointly create new Intellectual Property then the Parties shall agree on the future use of the joint Intellectual Property in a separate agreement.
- 12.3. The Supplier assigns to The Phoenix Works with full title guarantee free from encumbrances all present and future Intellectual Property Rights subsisting in or arising in connection with the Deliverables, which are developed by or on behalf of the Supplier specifically for The Phoenix Works ("Bespoke THE PHOENIX WORKS Developments") and irrevocably waives any and all moral rights relating to the Bespoke THE PHOENIX WORKS Developments under the Copyright Designs and Patents Act 1988 and any equivalent legislation in any part of the world, to the extent permitted by any such legislation.
- 12.4. The Supplier grants to The Phoenix Works a world-wide, non-exclusive, perpetual, transferable, sub-licensable, royalty-free and irrevocable licence to use its systems and Intellectual Property Rights to the extent necessary to use the Goods, Services and/or Deliverables.
- 12.5. The Supplier shall indemnify The Phoenix Works against all losses, costs, damages and expenses suffered or incurred arising from or in connection with any infringement, or allegation or claim of infringement made against any The Phoenix Works member of any third party's Intellectual Property Rights in relation to The Phoenix Works's receipt, possession, enjoyment and/or use (as the case may be) of the Goods, Services or Deliverables.

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13. Confidentiality

- 13.1. All information of a confidential nature imparted by either Party to the other Party in connection with the Purchase Order or relevant SoW, including but not limited to data of or about customers or suppliers, drawings, patterns, raw materials, designs, specifications and any information relating to the technical affairs or business or product plans of either party or its affiliates ("Confidential Information") shall be treated as proprietary and confidential to the Party disclosing the Confidential Information.
- 13.2. Neither Party shall use or disclose any Confidential Information of the other Party without the other Party's prior written agreement except:
- (a) to the extent necessary to comply with any law or regulation in which event the relevant Party shall so notify the other as promptly as reasonably practicable and shall seek confidential treatment of such information;
 - (b) to its auditors, legal advisers and other professional advisers provided that it ensures that such persons maintain such confidentiality;
 - (c) in order to enforce and enjoy its rights under the Purchase Order or relevant SoW; or
 - (d) in the case of The Phoenix Works, to any person with a bona fide and legitimate interest in such information who enters into a confidentiality agreement including, but not limited to, a prospective purchaser of a member of The Phoenix Works or its business and provided that such person only uses the information for the purpose of such bona fide and legitimate interest.
- 13.3. The provisions of clause 13.2. shall not apply to:
- (a) any information in the public domain otherwise than by breach of these Conditions;
 - (b) information obtained from a third party who is free to divulge the same;
 - (c) information that was already known to the receiving Party prior to disclosure under the Purchase Order or relevant SoW and was not previously acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use towards the disclosing Party; or
 - (d) information that can be shown by documentary evidence to have been created by one Party independently from work under the Purchase Order or relevant SoW.

14. IT Security, The Phoenix Works Data and Data Security, Data Protection

The Supplier shall comply with the data and security provisions set out in the Schedule to these Conditions (and such Schedule forms part of, and shall have effect as if set out in, these Conditions).

15. Miscellaneous

- 15.1. The Supplier will not without the prior written consent of The Phoenix Works in any way whatsoever advertise or publish the fact that the Supplier has entered into the Purchase Order or relevant SoW or contracted to supply any Goods, Services or Deliverables to The Phoenix Works company.
- 15.2. The Purchase Order and any relevant SoW is personal to the Supplier and the Supplier shall not transfer, assign, novate, subcontract or otherwise dispose of any of their rights or obligations under the Purchase Order or relevant SoW without the prior written consent of The Phoenix Works.
- 15.3. At the request of The Phoenix Works, the Supplier shall execute all deeds and other documents required to effect any transfer, assignment, novation or disposal of all or any of The Phoenix Works' rights and obligations under the Purchase Order and/or relevant SoW to another member of The Phoenix Works Group or to any purchaser of a business undertaking of The Phoenix Works Group to which the Purchase Order or relevant SoW relates.
- 15.4. Any notice required or permitted to be given by either party to the other under the Purchase Order or relevant SoW shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.5. The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in the Purchase Order or relevant SoW will not constitute the waiver of any prior, concurrent or subsequent right,

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remedy, or duty within the Purchase Order or relevant SoW. No single or partial exercise of any right, power, privilege or remedy under the Purchase Order or relevant SoW shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

- 15.6. If any provision of the Purchase Order or relevant SoW is held by any court or competent authority to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Purchase Order or relevant SoW in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of the Purchase Order or relevant SoW in any other jurisdiction shall not be affected. In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.
- 15.7. The Purchase Order or relevant SoW does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that any right or benefit conferred by a Purchase Order or relevant SoW on The Phoenix Works may be enforced by other members of The Phoenix Works Group in addition to The Phoenix Works although the consent of such other members is not required for the Parties to vary or terminate such Purchase Order or relevant SoW.
- 15.8. The Purchase Order and any relevant SoW, together with any documents referred to in either of them, constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 15.9. Each Party acknowledges that it has not been induced to enter into the Purchase Order or relevant SoW by any representation or warranty other than those contained in the Purchase Order or relevant SoW and, having negotiated and freely entered into the Purchase Order or relevant SoW, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.
- 15.10. The rights, powers, privileges and remedies provided in the Purchase Order or relevant SoW are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.
- 15.11. At any time after the date hereof each of the Parties shall, at the request and cost of another Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of the Purchase Order or relevant SoW.
- 15.12. Subject to any express provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Purchase Order or relevant SoW and in carrying out any related due diligence.
- 15.13. The Parties acknowledge that the Supplier is an independent contractor of The Phoenix Works and the Supplier's employees or employees of its agents or sub-contractors are not employees of The Phoenix Works. Each party is responsible for the management, direction, control, supervision, and compensation of its own employees, agents or sub-contractors. Nothing in these Conditions, any Purchase Order or any relevant SoW shall be construed as creating a partnership between the Parties or as authorising any Party to act as agent for the other. The Parties shall not pledge the credit of or make any promises on behalf of the other unless the same shall have been expressly authorised in writing by the other Party.
- 15.14. Each Purchase Order or relevant SoW constitutes a contract for the provision of services and not a contract of employment and to the extent that the Supplier engages contractors in the provision of the Services under this Purchase Order or relevant SoW the Supplier confirms that it is responsible for all off-payroll workers' obligations. Accordingly the Supplier shall be fully responsible for and shall indemnify The Phoenix Works for and in respect of:
 - (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim (including any associated or connected costs, expenses, penalties, fines

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or interest incurred or payable by any The Phoenix Works Group member) arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law; and (b) any liability howsoever arising from any employment-related claim or arising from any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any its employees, agents or sub-contractors against any The Phoenix Works Group member arising out of or in connection with the provision of the Services.

- 15.15. The Supplier shall maintain all reports, records and other documents relating to performance of the Purchase Order or relevant SoW and prices payable under it and shall allow The Phoenix Works access to all such documents at all reasonable times. The Phoenix Works shall have the right to audit the Supplier remotely or at the Supplier's premises on reasonable notice to ensure compliance with the Purchase Order or relevant SoW (including, without limitation, the Supplier's obligations in clauses 9.1.(e) and (g)). If so requested, the Supplier shall provide details of any independent environmental certifications (for example ISO 14001) that it has received.
- 15.16. The Supplier shall ensure no conflict of interest arises between the interests of The Phoenix Works and the interests of the Supplier itself or any client of the Supplier. The Supplier shall notify The Phoenix Works of any potential conflict and follow The Phoenix Works' reasonable instructions to avoid it or bring it to an end. The Phoenix Works may terminate the Purchase Order or relevant SoW where such conflict is not ended or mitigated to its satisfaction.
- 15.17. The Supplier shall provide free of charge documentation, manuals or user guides necessary to (as appropriate) duly install, operate and maintain the Goods and/or Deliverables.
- 15.18. These Conditions and any Purchase Order or relevant SoW issued under them (and any noncontractual obligations arising from or connected with them) shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.
- 15.19. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or any Purchase Order or relevant SoW issued under them.
- 15.20. No variation of these Conditions shall be effective unless expressly stipulated and agreed in writing.
- 15.21. Neither party is liable to the other as a result of any failure to perform its obligations under a Purchase Order or SoW if and to the extent that such failure is caused by a Force Majeure Event. Each party whose performance is affected by a Force Majeure Event shall: (A) promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration; and (B) use all reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event. The Phoenix Works shall not be required to pay any amounts to the Supplier to the extent it does not receive the benefit of Goods, Deliverables and/or Services as a result of the Force Majeure Event. If a Force Majeure Event prevents the Supplier from performing any of its obligations for more than 30 (thirty) days, The Phoenix Works may terminate the Purchase Order or SoW or the affected part thereof immediately by notice to the Supplier.
- 15.22. The Phoenix Works reserves the right, without prior warning, unilaterally to amend from time to time any of the provisions of these Conditions in a manner it may deem necessary and shall publish the amended Conditions directly on its website: <http://www.libertyglobal.com/legal-notices> and, where The Phoenix Works is organised in the Netherlands, shall file the amended Conditions with the Trade Register of the Chamber of Commerce of Amsterdam under The Phoenix Works' registered number. Amended versions of these Conditions shall apply to SoWs agreed, and Purchase Orders issued, on and after the date of publication of the relevant amended Conditions or (if earlier) the date that the amended version of the Conditions is notified to the Supplier.

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SCHEDULE 1

IT AND THE PHOENIX WORKS DATA SECURITY, DATA PROTECTION

1. IT Security

1.1 In supplying the Goods, Services or Deliverables, the Supplier shall in accordance with Good Industry Practice:

- (a) take all necessary steps (and ensure that its personnel take all necessary steps) to: (i) ensure that no computer viruses, trojan horses, malware or other destructive, disruptive or nuisance computer programs (each a "Virus") is contained in or affects the Goods or Deliverables as at the date of delivery by the Supplier to The Phoenix Works of such items; and (ii) prevent any Viruses being introduced via the Supplier's Systems into The Phoenix Works Group's Systems; and
- (b) use the current release of recognised market leading Virus detection software.

2. The Phoenix Works (TPW) Data and Data Security

2.1 The Supplier shall, in accordance with Good Industry Practice:

- (a) not use or reproduce TPW Data in whole or in part in any form except as expressly permitted by The Phoenix Works in accordance with the Purchase Order or relevant SoW;
- (b) implement and maintain appropriate security procedures designed to secure TPW Data against accidental or unlawful loss, access or disclosure in its collection, receipt, transmission, storage, disposal, use and disclosure of such data and take all precautions necessary to preserve the integrity of TPW Data;
- (c) maintain reasonable security, protection and backup of TPW Data which may include routine archiving and the use of encryption technology to protect against unauthorized access;
- (d) have in place, at a minimum physical, technical, administrative, and organizational measures and safeguards that provide for and ensure: (i) protection of business facilities, paper files, servers, computing equipment, and backup systems containing TPW Data; (ii) network, application (including databases) and platform security; (iii) business systems designed to optimise security and proper disposal of TPW Data in accordance with the terms of the Purchase Order or relevant SoW; (iv) secure transmission and storage of data with strong cryptography using industry standard best practices; (v) authentication and access control mechanisms over data, media, applications, operating systems, and equipment; (vi) personnel security and integrity; (vii) training to personnel on how to comply with Supplier's physical, organizational, technical, and administrative information security safeguards and confidentiality obligations; (viii) storage limitations such that TPW Data resides only on servers located in data centres that comply with industry standard data centre security controls, and restrictions to ensure that its personnel do not place any TPW Data files on any notebook hard drive or removable media, such as compact disc or flash drives, unless encrypted; (ix) developing, implementing, updating and keeping current industry standard: (A) backup systems (emergency and otherwise), network technology, firewalls, intrusion-detection and prevention systems, anti-virus protection and other network and technological security systems and (B) computer systems, networks, and other equipment and software that secure data (including TPW Data) during storage, manipulation, and dissemination and processes that secure data (including the TPW Data) during system or network changes; and (x) routinely reviewing and updating network technology, anti-virus programs, backup systems, and other technological security systems; and
- (e) restrict access to TPW only to those of its personnel who have a need to know and procure that no unauthorised third party will, as a result of any act or omission of the Supplier or its personnel, obtain access to any TPW Data or any information forming part of or being used in connection with the provision of Goods, Services or Deliverables.

2.2 For the avoidance of doubt, the Supplier's obligations under this paragraph 2 are in addition to its obligations under paragraph 3.

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2.3 Where there has been any breach or where the Supplier suspects there has been a breach of this paragraph 2, the Supplier shall inform The Phoenix Works immediately and the Supplier shall cooperate with The Phoenix Works in the handling of the matter, including, without limitation obtaining and making available to The Phoenix Works all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or The Phoenix Works' reasonable request.

3 Data Protection

3.1 This paragraph 3 applies where, under or in connection with the provision of Goods, Services or Deliverables, the Supplier (acting as a Data Processor) or any of its permitted subcontractors generates, receives or otherwise processes personal data on behalf of The Phoenix Works (in its capacity as a Data Controller). Terms defined in the GDPR have the same meanings when used in this paragraph 3.

3.2 The Supplier shall, at all times, comply with (and not cause The Phoenix Works to be in breach of) the Data Protection Laws in relation to Personal Data processed by it under any Purchase Order or SoW.

3.3 Without limiting paragraph 3.2 the Supplier warrants, represents and undertakes to The Phoenix Works that:

(a) it shall only process the Personal Data in accordance with this paragraph 3 and the documented instructions of The Phoenix Works and as is reasonably necessary to provide the Goods, Services or Deliverables in accordance with the Purchase Order and relevant SoW;

(b) it shall not engage any other party to process the Personal Data (a "Sub-Processor") without The Phoenix Works' prior written consent and it shall only engage such approved Sub-Processor by entering into a legally binding written contract imposing obligations on the Sub-Processor which are (at least) equivalent to those imposed on the Supplier in this paragraph 3, provided that if the Sub-Processor fails to fulfil its data protection obligations (including compliance with the terms of this paragraph 3) the Supplier shall remain fully liable to The Phoenix Works for the performance of the Sub-Processor's obligations;

(c) it shall not transfer any Personal Data to a country or territory outside the European Economic Area / UK without first obtaining The Phoenix Works' prior written consent;

(d) it shall maintain data secrecy in accordance with applicable Data Protection Laws and shall ensure that:

(i) access to Personal Data is only given to those Supplier personnel and personnel of the Supplier's approved Sub-Processors, that really need to have access to Personal Data; and

(ii) such personnel are subject to appropriate obligations of confidentiality in accordance with applicable Data Protection Laws and at all times act in compliance with Data Protection Laws and the obligations of this paragraph 3;

(e) it shall at all times have in place (and comply with) all appropriate technical and organisational measures to protect the processed Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access or other unauthorised processing. Such measures shall ensure best practice security, be compliant with Data Protection Laws at all times and comply with the Security Measures;

(f) it shall provide The Phoenix Works with such assistance and co-operation as The Phoenix Works may reasonably request to enable The Phoenix Works to comply with its obligations under Data Protection Laws and cooperate with the competent authorities in relation to Personal Data processed by the Supplier, including, but not limited to, assisting The Phoenix Works: (A) by taking appropriate technical and organisational measures, insofar as is possible, to respond to requests from data subjects for access to or rectification, erasure or portability, or restriction of or objection to processing, of processed Personal Data (but the Supplier shall not respond to any such request except with The Phoenix Works' prior written consent); and (B) in ensuring compliance with The Phoenix Works' security, data breach notification, impact assessment and data protection or data privacy authority consultation obligations under Data Protection Laws, taking into account the information available to the Supplier.

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- 3.4 The Supplier shall notify The Phoenix Works as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns Personal Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction. The Supplier shall, to the extent legally permitted, not disclose any Personal Data in response to such request served on the Supplier without first consulting with and obtaining the written consent of The Phoenix Works.
- 3.5 The Supplier shall promptly and without undue delay give written notice to The Phoenix Works, with reasonable details, if it becomes aware of, or comes to have reasonable grounds to suspect, the occurrence of any personal data breach or other incident prejudicing, or revealing a weakness in, the security of the processed Personal Data while in its possession or under its control (a "Data Breach"). In relation to any Data Breach, the Supplier shall at its own cost (i) take all reasonable steps to identify and correct the underlying cause of the Data Breach so as to eliminate or minimise the risk of its repetition and the occurrence of similar Data Breaches; (ii) take such steps as The Phoenix Works may request to assist in addressing the adverse consequences for The Phoenix Works of, and complying with The Phoenix Works' obligations under Data Protection Laws in relation to, the Data Breach; and (iii) report to The Phoenix Works promptly and at regular intervals, on these steps and their results.
- 3.6 The Supplier shall make available to The Phoenix Works all information necessary in connection with, and shall contribute to, all reasonable audits, including inspections, conducted by The Phoenix Works or its mandated auditor, to demonstrate the Supplier's compliance with this Schedule and Data Protection Laws.
- 3.7 At the end of the provision of the Goods, Services or Deliverables or earlier upon request of The Phoenix Works, the Supplier shall cease all use of Personal Data and, at The Phoenix Works's election, irrevocably delete, destroy, or transfer (in a mutually agreed format and by a mutually agreed method) to The Phoenix Works (or a third party nominated by The Phoenix Works) all Personal Data and copies thereof in its possession (unless European Union, EU Member State or UK law requires the Supplier to store the Personal Data). The deletion and/or destruction thereof are to be documented in a suitable manner and evidenced to The Phoenix Works.
- 3.8 The Supplier shall indemnify The Phoenix Works against all costs, claims, demands, fines, awards, expenses (including legal costs and disbursements), losses (including direct and indirect losses and loss of profits), actions, proceedings and liabilities of whatsoever nature suffered or incurred by any member of The Phoenix Works Group in connection with any failure of the Supplier or any third party appointed by the Supplier to comply with the provisions of this Schedule and/or Data Protection Laws in respect of its processing of Personal Data.
- 3.9 The Supplier shall not acquire any rights (including any retention rights) in the Personal Data processed by it or any of its Sub-Processors.

4 Additional Definitions

For the purpose of this Schedule, the following words and phrases shall have the following meaning unless the context otherwise requires:

"Data Protection Laws" means all applicable laws, rules and regulations on data protection, data privacy, or relating to the processing of personal data and privacy, including without limitation, the European Union's General Data Protection Regulation ("GDPR");

"Good Industry Practice" means, in relation to any undertaking and any circumstances, the exercise of the skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person under the same or similar circumstances;

"TPW Data" means any data, information, drawings, specifications or other material (in whatever form and on any medium) relating to The Phoenix Works Group or their customers, suppliers or personnel which is: (i) supplied or made available to the Supplier or its and its subcontractors' personnel by or on behalf of The Phoenix Works Group; (ii) obtained by, or in possession or control of, the Supplier or its and its subcontractors' personnel for the purposes of enabling the provision of the Goods, Services or Deliverables or fulfilling its obligations under the

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Purchase Order; or (iii) created, generated, transmitted, stored or processed by the Supplier or its and its subcontractors' personnel in connection with providing Goods, Services or Deliverables;

"Security Measures" means The Phoenix Works' security policies and measures (including IT policies and measures) for the protection of Personal Data issued to the Supplier by The Phoenix Works from time to time;

"Personal Data" means all personal data, in whatever form or medium which is: (i) supplied, or in respect of which access is granted to the Supplier (or any approved third party) whether by The Phoenix Works or otherwise in connection with any Purchase Order or relevant SoW, or (ii) produced or generated by or on behalf of the Supplier (or any approved third party) in connection with any Purchase Order or relevant SoW; and

"Systems" means communication systems, computer programs, software, computer and communications networks, hardware, firmware, servers, devices, cabling and related equipment, databases the tangible media on which they are recorded and their supporting documentation.