

NORTHGATE PUBLIC SERVICES - STANDARD AGREEMENT FOR PURCHASES

- 1. Agreement Documents:** This agreement and any attachments (collectively, the “**Agreement**”), effective as of the date of acceptance by Supplier (“**Effective Date**”), form the sole and exclusive agreement between Northgate Public Services (UK) Limited or relevant member of its group (“**NPS**”) and Supplier for the products (“**Products**”) and Services (“**Services**”) in this Agreement. No other document, including the Supplier’s proposal, quotation or acknowledgement form, will form part of this Agreement, unless specifically agreed to in writing by NPS. Any terms contained in the Supplier's response to, acknowledgement of, or acceptance of, this Agreement that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by NPS. NPS’s offer to purchase as provided in this Agreement may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this Agreement is deemed an acceptance by NPS of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all of the terms of this Agreement, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 2. Prices:** If the Agreement does not include pricing, the price for the Products or Services provided hereunder will be Supplier's lowest prevailing market price for such Products or Services. The Supplier shall use all reasonable endeavours during the Term to reduce its manufacturing, supply and other costs for the Products/Services, including implementing cost savings initiatives and seeking more competitive supplies of raw materials and equipment, and Supplier agrees that cost savings will be passed on to NPS by way of a reduction in pricing. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling this Agreement, except as otherwise agreed in writing by NPS.
- 3. Taxes:** Supplier is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of Products or Services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by NPS to Supplier for Products and/or Services provided to NPS under or pursuant to this Agreement. If NPS provides a direct pay certificate, certification of an exemption from tax, or reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees not to invoice, nor pay, any such tax unless and until the applicable taxing authority assesses such tax, at which time Supplier shall invoice and NPS agrees to pay any such tax that is legally owed. NPS shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof.
- 4. Terms of Payment and Acceptance:** Unless otherwise mandated by local law, the terms of payment are net sixty (60) days after receipt of Supplier's valid invoice or after receipt of the Products or Services, whichever is later. Unless otherwise agreed in writing by NPS, Supplier shall invoice NPS in NPS’s local currency. NPS may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier against any amounts payable by it to the Supplier. Payment will not be deemed acceptance of Products or Services, and such Products or Services will be subject to inspection, test, acceptance or rejection. At NPS's option, NPS may reject Products or Services that do not comply with NPS's acceptance criteria for a refund, or require Supplier to repair or replace such Products or re-perform such Services without charge and in a timely manner. NPS may return non-conforming Products to Supplier at Supplier's expense.
- 5. Termination:**

 - i. This Agreement may be terminated by NPS with or without cause. If NPS terminates without cause, NPS will pay Supplier for Supplier's actual and reasonable expenses for work that has been satisfactorily completed as of the date of termination, but in no event will such payment exceed the agreed upon

prices. In the event that NPS has paid for any Products or Services in advance that have not, as at the date of termination, been satisfactorily completed, such sums will be paid back to NPS within 14 days of termination.

- ii. Those clauses and other parts of this Agreement that expressly state that they survive expiry or termination of this Agreement shall continue to have full force and effect, as shall any other clauses or other parts of this Agreement which from their context can reasonably be implied as surviving expiry or termination.
 - iii. In the event of expiry or termination of this Agreement, the Supplier undertakes (if required) to cooperate with NPS for a reasonable period following expiry or termination to ensure an orderly transition of its obligations under this Agreement to NPS or a third party.
- 6. Imports and Exports:** Supplier is the importer and exporter of record. Supplier will comply with all import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees. Supplier will comply with all applicable laws, regulations, certifications, markings and registrations associated with the import or export of Supplier's products including but not limited to Product safety, electromagnetic compatibility, telecommunications, Product take-back/recycling and environmental requirements. Upon NPS's request, Supplier will promptly provide all information necessary to export and import Products, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, certification and/or test results relating to the Products or Services and will notify NPS in writing of any changes to the information provided by Supplier to export and import Products. For Products that will be imported by NPS, Supplier will provide promptly any requisite information, documentation, certification and/or test results for NPS to comply with applicable import laws and administrative requirements.
- 7. Packages/Transportation:** Supplier will comply with any and all of the following, as provided by NPS from time to time: (i) all country of origin marking instructions and all NPS instructions for exports to NPS; (ii) all packaging and labelling requirements; and (iii) the transportation routing guidelines.
- 8. Social and Environmental Management System:** Supplier will comply with any social and environmental management system supplier requirements provided by NPS from time to time.
- 9. Risk of Loss; Delivery:** Title and risk of loss remain with Supplier until Products purchased under this Agreement have been delivered to NPS at the location specified in the Agreement and accepted by NPS. For Supplier's delivery of Products, time is of the essence. If Supplier fails to deliver on time, NPS (i) shall be entitled to reject the Products and (ii) may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages NPS incurs. Supplier will promptly notify NPS if it is unable to comply with the delivery date specified in this Agreement.
- 10. Warranties:** Supplier warrants that:
- iv. Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
 - v. the Products/Services will conform with all descriptions and specifications provided by NPS by the Supplier;
 - vi. Supplier has the right to enter into this Agreement;
 - vii. Supplier is knowledgeable with, and is and will remain in full compliance with (at its own expense) all laws, rules and regulations that are, or may become, applicable in the provision of Products and Services hereunder, including without limitation:

- a. labour and employment laws;
 - b. applicable export and import laws, regulations, orders, and policies including but not limited to:
 - i. securing all necessary clearance requirements, export and import licences and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer to non-U.S nationals of technology and software in the U.S., or outside the U.S, release of transfer of technology and software in the U.S., or outside the U.S. release or transfer of technology and software having U.S content or derived from U.S. origin software or technology.
 - ii. being knowledgeable with applicable supply chain security recommendations issues by applicable governments and industry standards organisations and making best efforts to comply with such recommendations;
 - iii. agreeing not to transfer to NPS any hardware, software, technical data or services controlled under I.S. International Traffic in Arms Regulations (“ITAR”);
 - c. environmental laws, regulations or ordinances governing Product environmental and energy characteristics, Product content prohibitions, Product end-of-life management/Product take-back, and/or Product safety related to NPS's transport, import, export, distribution, sale and/or use of Supplier's Products as, or as part of, an NPS product;
- viii. Supplier shall have processes, policies and controls around Quality, Security and Business Continuity/Disaster Recovery which are substantially aligned with or have achieved recognised standards such as ISO 9001:2008 (Quality), ISO 27001:2005 (Security) and ISO 22301 (Business Continuity and Disaster Recovery Plan) in accordance with its industry's best practices and legislative requirements and will provide evidence of such processes, policies and controls or compliance with the standards, as applicable, to NPS upon request;
 - ix. Supplier shall deliver the Services in accordance with NPS's (a) Data Protection Policy, (b) Anti-Corruption Policy, and (c) Equality, Diversity and Dignity Policy – copies of which are available upon request;
 - x. Supplier shall comply with all applicable laws, statutes, regulations relating to anti-money laundering and counter terrorist financing (“**Relevant Requirements**”);
 - xi. Supplier is not identified as a, nor does it do business with any, party(ies) noted on any U.S., or other global sanctions list regarding anti-terrorist financing and asset control laws;
 - xii. Supplier shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including “adequate procedures” under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; for the purposes hereunder, the meaning of “adequate procedures” and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act respectively;
 - xiii. Supplier shall promptly report to NPS any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this Agreement;
 - xiv. Supplier's execution of this Agreement will not result in a breach of any other agreements or contracts to which it is a party;
 - xv. no claim, lien, or action exists or is threatened against Supplier that would interfere with NPS's rights

under this Agreement;

- xvi. Products and Services do not infringe any privacy, publicity, reputation or IPR of a third party;
- xvii. Supplier:
 - a. has disclosed to NPS in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the Products or Services; and
 - b. it and the Products and Services fully comply with all licensing agreements applicable to such third party or open source code;
- xviii. all authors have agreed not to assert their moral right in the Products and Services, to the extent permitted by law;
- xix. Products are free from defects in design and free from defects in material and workmanship;
- xx. Products are safe for use consistent with and will comply with the warranties, specifications and requirements of this Agreement;
- xxi. Products do not contain harmful code and Supplier will not engage in electronic self-help;
- xxii. Products are new and do not contain used or reconditioned parts unless NPS agrees otherwise in writing;
- xxiii. Supplier will not export, directly or indirectly, any technology, software or commodities of U.S. origin or having U.S. content provided by NPS or their direct product to any of the countries or to nationals of those countries, wherever located, listed in U.S. Export Administration Regulations, as modified from time to time, unless authorised by appropriate government license or regulations; and
- xxiv. Supplier will not, nor will it authorise or permit Supplier Personnel to, disclose, export or re-export any of NPS's information, or any process, or Product that is produced under this Agreement, without prior notification and compliance with all applicable Federal, State and local laws, regulations and ordinances, including U.S. export control regulations.

11. Data Protection:

- i. The following definitions shall apply:
 - a. **Applicable Laws:** the laws of any member of the European Union or the laws of the European Union applicable to the relevant party.
 - b. **Controller:** as defined in the Data Protection Legislation from time to time.
 - c. **Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR, the Data protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.
 - d. **data subject:** as defined in the Data Protection Legislation from time to time.
 - e. **GDPR:** the General Data Protection Regulation ((EU) 2016/679).
 - f. **Personal Data:** as defined in the Data Protection Legislation from time to time.

- g. **process and processing:** as defined in the Data Protection Legislation from time to time.
- h. **Processor:** as defined in the Data Protection Legislation from time to time.
- ii. Supplier will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, Supplier's obligations under the Data Protection Legislation.
- iii. Without prejudice to the generality of the foregoing, to the extent that Supplier is a Processor it shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:
 - a. process that Personal Data only on the written instructions of NPS as Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless Supplier is required to do so by Applicable Laws. Where Supplier is relying on Applicable Laws as the basis for processing Personal Data, Supplier shall promptly notify NPS of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Supplier from so notifying NPS on important grounds of public interest;
 - b. ensure that all personnel authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, inter alia, as appropriate:
 - 1. the pseudonymisation and encryption of Personal Data;
 - 2. ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 3. ensuring that availability of and access to Personal Data can be restored in a timely manner in the event of a physical or technical incident;
 - 4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - d. not engage another Processor without prior specific written authorisation of NPS;
 - e. not transfer Personal Data outside of the UK or European Economic Area with prior specific written authorisation of NPS;
 - f. if it engages another Processor for carrying out specific processing activities on behalf of NPS, impose (by way of a contract) the same obligations in respect of data processing as apply to it under this agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation;
 - g. taking into account the nature of the processing, assist NPS by appropriate technical and organisational measures, insofar as this is possible, in NPS's fulfilment of its obligations to respond to requests for exercising of a data subject's rights in respect of:
 - 1. information and access to personal data;

2. rectification and erasure (right to be forgotten);
 3. restriction of processing;
 4. data portability;
 5. objection; and
 6. in respect of automated decision-making and profiling;
- h. taking into account the nature of processing and the information available to it, assist NPS in ensuring compliance with the obligations under the Data Protection Legislation relating to:
1. security of processing;
 2. notification of a Personal Data breach to a relevant supervisory authority (including but not limited to the Information Commissioner's Office);
 3. communication of a Personal Data breach to a data subject;
 4. data protection impact assessments; and
 5. prior consultation;
- i. at the choice of NPS, delete or return all Personal Data to NPS after the end of the provision of services relating to the processing, and delete existing copies unless Applicable Laws require storage of the Personal Data;
- j. make available to NPS all information necessary to demonstrate compliance with the data processing obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by NPS or another auditor mandated by NPS; and
- k. immediately inform NPS if, in its opinion, an instruction of NPS in respect of any audit or inspection pursuant to clause 11.3(j) above infringes the Data Protection Legislation.

12. Compliance with anti-slavery and human trafficking laws and policies:

- i. In performing its obligations under the Agreement, the Supplier shall:
 - a. comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - b. have maintained throughout the term of this agreement its own policies and procedures to ensure its compliance; and
 - c. require that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015.
- ii. The Supplier warrants and represents on an ongoing basis that neither the Supplier nor any of its officers, employees, or other persons associated with it has been convicted of any offence involving, nor been the subject of an investigation, inquiry or enforcement proceedings in connection with, slavery and human trafficking.

13. Anti-facilitation of tax evasion:

- i. The Supplier shall:
 - a. not engage in any activity, practice or conduct which would constitute either:
 - 1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017;
 - 2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; or
 - 3. an offence under any equivalent legislation;
 - b. have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this clause; and
 - c. promptly report to NPS 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 Agreement.
- ii. The Supplier shall ensure that any person associated with the Supplier who is performing Services and/or providing Products in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause. The Supplier shall be responsible for the observance and performance by such persons of those terms, and shall be directly liable to NPS for any breach by such persons of any of such terms.
- iii. For the purposes of this clause, 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 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

14. Intellectual Property:

- i. In this Agreement “**IPR**” means patents, trademarks, service marks, design rights, copyright, database rights, know-how, Internet domain names, web site addresses and other similar rights whether registrable or not in any country, together with associated goodwill.
- ii. Any IPR in any equipment, software, goods or other materials (other than Products) used by either party in relation to this Agreement shall remain vested in the relevant party or a third party licensor.
- iii. Unless specified to the contrary elsewhere in this Agreement, the Supplier hereby grants to NPS a perpetual irrevocable, non-exclusive, worldwide licence to use, copy, reproduce, sub-licence and distribute any software forming or incorporated into the Products/Services.
- iv. To the extent that any IPR is created for or on behalf of NPS by the Supplier or other person acting on behalf of the Supplier under this Agreement, such IPR shall vest in NPS and the Supplier undertakes, and shall procure that any other person undertakes, to enter into such further agreements or assignments as may be necessary in order to assign or vest such IPR in NPS.

15. Personnel:

- i. To the extent that any employees of the Supplier are required to work or attend at any premises of NPS, the Supplier shall procure that such employees shall:
 - a. comply with all applicable NPS site regulations, processes and procedures including (by way of

example) those relating to fire, environmental conditions, health and safety, building access and security standards. Copies of such regulations, processes and procedures available to the Supplier on request; and

b. act in a polite and courteous manner towards NPS personnel and other third parties.

- 16. Indemnification:** Supplier agrees to defend, hold harmless, and indemnify NPS and its affiliates from all claims and all direct, indirect or consequential liabilities (including without limitation loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including without limitation, legal fees, and other professional fees and expenses) arising from (a) any alleged or actual infringement of any IPR, (b) the failure of Supplier to comply with its warranties and obligations under this Agreement, (c) a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier, (d) a Security Incident, or (e) a breach of data protection, data processing or data security obligations. If a claim of infringement of IPR is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for NPS the rights granted under this Agreement; (ii) modify the Product so it is non-infringing and in compliance with this Agreement; (iii) replace the Product with non-infringing ones that comply with this Agreement; or (iv) accept the return or cancellation of the infringing Product and refund any amount paid.
- 17. Limitation of Liability:** To the extent permitted by local law, in no event will NPS or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall NPS's liability to Supplier exceed the total amount of fees actually paid by NPS to Supplier hereunder in the 12 month period before the claim arose. Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation.
- 18. Assignment:** Supplier will not assign its rights or subcontract its duties without NPS's prior written consent. Any unauthorised assignment is void.
- 19. Exchange of Information:** Supplier will hold in confidence, use only for the purpose of providing NPS Products or Services under this Agreement, and avoid disclosure to any third party all NPS Confidential Information. "NPS Confidential Information" shall include all non-public information which NPS provides to Supplier under this Agreement or which is obtained or created by Supplier in the course of providing the Products or Services. Supplier will employ appropriate security procedures to ensure the non-disclosure of NPS Confidential Information. NPS Confidential Information does not include information which was already known to Supplier or which becomes publically available through no fault of Supplier. Upon NPS's request, Supplier will promptly return or destroy any NPS Confidential Information Supplier possesses in any form. All information provided by Supplier to NPS will be considered non-confidential. For any Personal Data relating to Supplier's personnel that Supplier provides to NPS, Supplier will obtain the informed consent of such personnel to release the information to NPS and to allow NPS to use, disclose, and transmit such information on a worldwide basis among NPS and its affiliates in connection with this Agreement.
- 20. Right to Audit:** NPS, its clients, or an independent auditor, as designated by NPS or its clients operating under a non-disclosure agreement reasonably acceptable to Supplier, may, on reasonable notice to Supplier, audit Supplier's books, ledgers, supporting records/documentation and related procedures and controls, relating to any charges paid by NPS in connection with this Agreement and/or to ensure compliance with this Agreement and/or compliance with laws and may be subject to periodic vendor assessments.
- 21. Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and product, commercial general and liability insurance) in an amount consistent with Supplier's industry practice.

22. Applicable Laws: This Agreement is governed by the laws of the country where the NPS Group entity receiving the Products or Services is located, except: (i) in Australia, this Agreement will be governed by the laws of the State or Territory in which the transaction occurs; (ii) in the United Kingdom, this Agreement will be governed by the laws of England; (iii) in Canada, the laws of the Province of Ontario govern this Agreement.

23. General:

- i. Any reproduction of this Agreement by reliable means will be considered an original of this Agreement.
- ii. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- iii. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.
- iv. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to this Agreement introduced by Supplier must be commenced no later than two (2) years from the date on which the cause of action arose.
- v. No modification, amendment, supplement to, or waiver of this Agreement by NPS shall be binding upon the parties unless made in writing duly signed by both parties and specifically referencing this Agreement.
- vi. NPS's failure to exercise any right hereunder shall not operate as a waiver thereof.
- vii. Both shrinkwrap and clickwrap licenses accompanying any Product consisting of software and online Terms of Use or Terms of Service relating to Services provided online are null and void, and the terms and conditions of this Agreement prevail.
- viii. Any Services performed by Supplier shall be performed as an independent contractor, and Supplier is solely liable for applicable payroll or income taxes.
- ix. Supplier shall not use the name or trademarks of NPS or its affiliates or refer to or identify NPS or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of NPS.
- x. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.