

Telefónica Tech's Terms and Conditions for the Purchase of Goods and/or Services from the Supplier

Supplier Name:

Dated:

Reference: TTUKI-STC-008

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1 Definitions and Interpretation

- 1.1 The following are the terms and conditions under which Telefónica Tech purchases Goods and Services from the Supplier ("Supplier Terms").
- 1.2 In these Supplier Terms the following words and phrases will, unless the context otherwise requires, have the following meanings:

"Acceptance"	means acceptance by Telefónica Tech in accordance with Clause 11.
"Anti-Corruption Certificate"	means the anti-corruption certificate set out in Schedule 3 (as updated from time to time on written notice from Telefónica Tech to the Supplier), which the Supplier is required to complete and sign.
"Applicable Law"	means all applicable statutory and other rules, laws, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any regulatory authority to which either party is subject from time to time.
"Background Intellectual Property"	Intellectual Property other than Foreground Intellectual Property owned by or over which a party has rights and which is expressly made available by Telefónica Tech, Telefónica Tech's End Customer or the Supplier under the Contract.
"Business Day"	means any day which is not a Saturday, Sunday or public holiday in London.
"Confidential Information"	means all information (whether written, oral or in electronic form) concerning the business, finances, technology and/or affairs of a party or any of its Group Companies (and, in respect of Telefónica Tech, any of the End Customers) that the other party obtains or receives as a result of the discussions leading up to or the entering into or the performance of the Contract.
"Contract"	has the meaning given to it in clause 2.1.
"Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company.
"Data Protection Laws"	has the meaning given to it in the Data Protection Schedule.
"Data Protection Schedule"	means Schedule 1 of these Supplier Terms.
"Deliverables"	means the Goods or Services or both, as the case may be.
"Disclosing Party"	means a party to the Supplier Terms which discloses or makes available directly or indirectly Confidential

	Information and in the case of Telefónica Tech includes any Confidential Information it or its End Customer makes available directly or indirectly to the Supplier.
“Documentation”	means any descriptions, instructions, manuals, literature, technical details, or other related materials supplied in connection with the Deliverables.
“End Customer”	means Telefónica Tech’s own customer to whom the Goods will be delivered and for whose benefit the Services are performed.
“Foreground Intellectual Property”	means any and all Intellectual Property arising from, made, conceived, generated, developed, or first reduced to practice (in whole or in part) by a party to the Supplier Terms in the performance of the Services.
“Good Industry Practice”	the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would reasonably and ordinarily be expected from a highly skilled, trained, and experienced person engaged in supplying services, equipment, or software the same or similar to the Services.
“Goods”	means the goods and related accessories, spare parts and Documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to Telefónica Tech in accordance with the Contract.
“Group Company”	means in respect of each party, any undertaking (other than the party itself) which is from time to time a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of that party, a parent undertaking (as defined by Section 1162 of the Companies Act 2006) of that party or a subsidiary undertaking of a parent undertaking of that Party and “Group Companies” will be interpreted accordingly.
“Intellectual Property Rights” or “IPR”	means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future

	rights and renewals or extensions and “Intellectual Property” shall be construed accordingly.
“IPR Claim”	has the meaning given to it in clause 16.1.
“Location”	means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order or such other address or addresses as notified by Telefónica Tech to the Supplier prior to delivery or performance.
“Mandatory Policies”	Telefónica Tech’s business policies and codes listed in Schedule 2.
“Modern Slavery Policy”	means Telefónica Tech’s anti-slavery and human trafficking policy in force and notified to the Supplier from time to time and available to the Supplier on request.
“MSA Offence”	has the meaning given to it in clause 22.1.1.
“Order”	means Telefónica Tech’s order for the Deliverables as set out in: <ul style="list-style-type: none"> a) Telefónica Tech’s order form; b) a document or documents designated by Telefónica Tech as the order form; or or such other document as agreed between the parties.
“Price”	has the meaning given to it in clause 3.1.
“Processing”	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process , processed , and processes will be construed accordingly).
“Protected Data”	means Personal Data received from or on behalf of Telefónica Tech, or otherwise obtained in connection with the performance of the Supplier’s obligations under the Contract.
“Recipient”	means a party to the Supplier Terms which receives or obtains directly or indirectly Confidential Information.
“Representatives”	means, in relation to the Recipient: <ul style="list-style-type: none"> (a) its officers and employees and those of its Group Companies that need to know the Confidential Information for the purpose of enabling the Recipient’s compliance with its obligations of this Contract; (b) its professional advisers or consultants who are engaged to advise that party in connection with the Contract; (c) its contractors and sub-contractors engaged by that party in connection with the Contract; and

	(d) any other person to whom the Disclosing Party agrees in writing that Confidential Information may be disclosed.
“Services”	means the services set out in the Order which will be supplied by the Supplier to Telefónica Tech in accordance with the Contract.
“Specification”	means the description of the Deliverables (including their requirements and functionality) and/or Documentation provided for the Deliverables set out or referred to in the Contract.
“Supplier”	means that person named in the Contract (whether in the Order or elsewhere) as the supplier of the Deliverables to Telefónica Tech.
“Supplier Personnel”	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Group Companies and any of their sub-contractors who are engaged in the performance of the Services from time to time.
“Telefónica Tech”	<p>one of the following legal entities as set out in the relevant Order (and, in the absence of any such reference, Telefónica Tech UK Limited):</p> <ul style="list-style-type: none"> a) Telefónica Tech UK Limited, a company registered England and Wales (registered number 02563193) of East House, Newpound Common, Wisborough Green, West Sussex RH14 0AZ; b) Telefónica Tech Northern Ireland Limited, a company registered in Northern Ireland (registered number NI028408) of Concourse Building 3, Queens Road, Belfast, Northern Ireland, BT3 9DT; c) Telefónica Tech Ireland Limited, a company registered in the Republic of Ireland (registration number: 438959) of Unit 5B Unit 5H, Fingal Bay Business Park, Balbriggan Co. Dublin, Balbriggan, Dublin, Ireland; d) Telefónica Tech UK Data & AI Limited, a company registered in England and Wales (registered number 05727383) of Broadmede House Farnham Business Park, Weydon Lane, Farnham, Surrey, GU9 8QT; e) Telefónica Tech UK Business Applications Limited, a company registered in Scotland (registration number SC127126) of 2 Atlantic Square, 31 York Street, Glasgow, Scotland, G2 8AS; or <p>such other Group Company of one of the above as set out in the Order.</p>

“VAT”	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.
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- 1.3 In these Supplier Terms, unless the context otherwise requires:
- 1.3.1 clause, Schedule or other headings are included for convenience only and will have no effect on the interpretation of these Supplier Terms.
 - 1.3.2 the Schedules form part of these Supplier Terms and shall have full force and effect as if expressly set out in the body of these Supplier Terms and any reference to these Supplier Terms shall include the Schedules;
 - 1.3.3 if there is any conflict or ambiguity then the following order of decreasing precedence shall apply:
 - 1.3.3.1 the Clauses of these Supplier Terms;
 - 1.3.3.2 the Schedules to these Supplier Terms; and
 - 1.3.3.3 any other documents referred to in these Supplier Terms;
 - 1.3.4 a reference to a ‘party’ means either the Supplier or Telefónica Tech and includes that party’s personal representatives, successors and permitted assigns;
 - 1.3.5 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
 - 1.3.6 a reference to a ‘company’ includes any company, corporation, or other body corporate, wherever and however incorporated or established;
 - 1.3.7 a reference to a gender includes each other gender;
 - 1.3.8 words in the singular include the plural and vice versa;
 - 1.3.9 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions are construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.3.10 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;
 - 1.3.11 a reference to legislation is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time;
 - 1.3.12 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
 - 1.3.13 for any jurisdiction other than England, a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept, or thing includes a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Orders and Contracts

- 2.1 Acceptance of an Order by the Supplier shall take place whenever it is expressly accepted or confirmed by Telefónica Tech in writing or by any other conduct which is consistent with acceptance. It is at the time such acceptance occurs that a binding contract shall come into effect for the provision of Goods and/or Services set out in the Order (“**Contract**”).

- 2.2 The Contract shall comprise these Supplier Terms, the terms set out in the Order and any additional terms agreed in writing between the parties. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order or other document will form part of the Contract except to the extent that Telefónica Tech's legal department or a person authorised by Telefónica Tech's legal department otherwise agrees in writing.
- 2.3 If the End Customer requires terms of its contract with Telefónica Tech to be included in the Contract, the Supplier will allow the inclusion of those terms into the Contract and will comply with them.
- 2.4 Each Order provided by Telefónica Tech to the Supplier will be an offer to purchase Deliverables subject to the Contract including these Supplier Terms.
- 2.5 Telefónica Tech may withdraw, cancel or amend an Order at any time before delivery or performance by the Supplier. If the Supplier is unable to accept an Order, it must notify Telefónica Tech in writing promptly.
- 2.6 The Supplier shall sell, and Telefónica Tech shall purchase, the Goods and/or Services in accordance with the Contract.
- 2.7 If any Contract contains any provision which is inconsistent with, or conflicts with these Supplier Terms, these Supplier Terms will prevail unless the provision expressly refers to a clause of these Supplier Terms and states that it prevails over it to the extent that it contradicts the provision.

3 Price

- 3.1 The price for the Deliverables ("**Price**") is set out in the Order or where it is not set out, it will be calculated in accordance with the scale of charges given by the Supplier to Telefónica Tech and acknowledged by Telefónica Tech as received before the date the Order is placed.
- 3.2 All Prices are fixed. The Supplier may not increase the Price once the Order is placed by Telefónica Tech unless a mechanism for such price increase is included in the Order.
- 3.3 A Price includes all packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other fees, charges or taxes related to the Goods and Services, their delivery and performance unless otherwise agreed in the Order.
- 3.4 All Prices are exclusive of VAT. VAT is chargeable by the Supplier in addition to the Price at the date an invoice is issued.

4 Payment

- 4.1 Unless otherwise set out in an Order, the Supplier will invoice Telefónica Tech for:
 - 4.1.1 the Goods on or after the completion of delivery of the Goods or, if later, Telefónica Tech's acceptance of the Goods;
 - 4.1.2 Services on or after the completion of performance of the Services or, if later, on Acceptance; and
 - 4.1.3 such other sums payable by Telefónica Tech under the Contract.
- 4.2 The Supplier shall ensure that all invoices will:
 - 4.2.1 reference the purchase order number;
 - 4.2.2 show the items for which payment is sought by the Supplier in terms that correlate to the Order and itemise the Price chargeable (and if partially chargeable, the rate or division of

the Price), and the total amount chargeable for each item and that information be true and correct in all respects;

- 4.2.3 be VAT invoices when and where necessary, separately showing the VAT chargeable;
 - 4.2.4 be addressed to Telefónica Tech and set out a minimum of information to correctly identify Telefónica Tech, the Supplier, and the Order;
 - 4.2.5 show any additional information Telefónica Tech reasonably requires and all information in an invoice will be true and correct in all respects; and
 - 4.2.6 be delivered to Telefónica Tech in the manner set out in the Order.
- 4.3 Telefónica Tech will pay each undisputed invoice of the Supplier within 30 days following the end of the calendar month of receipt.
 - 4.4 Telefónica Tech may withhold part or all payment for any invoice that Telefónica Tech disputes in good faith.
 - 4.5 If a dispute arises, the parties will use commercially reasonable efforts in good faith to resolve such dispute promptly.

5 Late Payment

- 5.1 If Telefónica Tech does not pay an undisputed invoice by the due date, the Supplier may charge interest on the sum overdue at the rate of one per cent per annum above the base rate of the Bank of England from time to time in force, which interest will accrue on a daily basis from the due date until payment in full. The Supplier acknowledges that this clause 5.1 is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

6 Cancellation

- 6.1 Telefónica Tech may cancel an Order or any part of an Order for all or any part of the Deliverables which have not yet been, in the case of Goods, delivered or, in the case of Services, performed for, Telefónica Tech.
- 6.2 For any Order part-cancelled under clause 6.1, Telefónica Tech will pay on receipt of an invoice accompanied by properly documented evidence for:
 - 6.2.1 that part of the Price which relates to the Goods delivered to Telefónica Tech at the time of cancellation; and
 - 6.2.2 that part of the Price that relates to the Services which, at the time of cancellation have been paid for by the Supplier or contractually committed by the Supplier and cannot be cancelled.
- 6.3 If a part of, or all, the contract between the End Customer and Telefónica Tech terminates for whatever reason the Order for the corresponding Goods or Services with the Supplier terminates immediately.
- 6.4 Telefónica Tech's liability to the Supplier for any cancellation under the provisions of this clause 6 is limited to the sums agreed and invoiced and payable under clause 6.2.
- 6.5 To the maximum extent possible, the Supplier must mitigate all consequences relating to a termination or cancellation of the Order immediately when it receives notice of cancellation under this clause 6.

7 Delivery and Performance

- 7.1 The Supplier shall, and/or shall procure that its nominated carrier shall, deliver the Goods to the Location and on the date(s) specified in the Order.
- 7.2 Delivery of Goods occurs when unloading of the Goods is completed at the Location by the Supplier (or its nominated carrier).
- 7.3 The Supplier shall perform the Services using Good Industry Practice and in accordance with all Applicable Law.
- 7.4 The Supplier shall perform the Services at the Location and on the date(s) specified in the Order.
- 7.5 The performance of the Services will be complete when Telefónica Tech certifies Acceptance has occurred.
- 7.6 The Supplier will not deliver the Goods nor perform the Services in instalments unless specified in the Order or Telefónica Tech agrees in writing.
- 7.7 Each delivery of Goods or performance of the Services must be accompanied by a delivery note setting out:
 - 7.7.1 the date of the Order;
 - 7.7.2 the relevant Telefónica Tech and Supplier details;
 - 7.7.3 if Goods, the product numbers and type and quantity of Goods in the delivery;
 - 7.7.4 if Services, the category, type, and quantity of Services performed;
 - 7.7.5 any special instructions, handling, and other requests;
 - 7.7.6 in the case of Services, details of the Supplier Personnel performing the Services; and
 - 7.7.7 any additional information requested by Telefónica Tech as set out in the Order.
- 7.8 If Telefónica Tech is unable or chooses not to accept delivery of the Goods on the date or within the period set out in the Order, the Supplier will store and insure the Goods pending delivery.
- 7.9 While the Contract continues, the Supplier will:
 - 7.9.1 keep Telefónica Tech advised as to Supplier's progress in performing the Services; and
 - 7.9.2 prepare monthly written progress reports.
- 7.10 Telefónica Tech may prescribe the format of a report and may amend that format from time to time at its sole discretion.
- 7.11 The Supplier must not charge Telefónica Tech for the time and cost needed to prepare written reports. Time and cost incurred in their preparation is not time devoted to the performance of the Services by the Supplier.

8 Amendments to Orders

- 8.1 Where the End Customer amends the Services to which an Order applies, the Supplier will (subject to its reasonable capability to perform) inform Telefónica Tech of any increase in fees and obtain Telefónica Tech's written approval before proceeding with such changes.

9 Personnel

- 9.1 The Supplier is responsible for vetting and selection of the Supplier Personnel and shall ensure that each of the Supplier Personnel is entitled to work lawfully in the United Kingdom

and that the appropriate immigration checks have been completed. The Supplier shall provide qualified personnel who meet the requirements, including, without limitation, education and training, experience, and expertise, to satisfy the provision of Services required under each Order. Telefónica Tech may:

- 9.1.1 request resumes of Supplier's proposed personnel and share them with the End Customer;
 - 9.1.2 accept or reject personnel proposed by the Supplier that Telefónica Tech or the End Customer decide are not qualified to perform the Services; and
 - 9.1.3 after the performance of Services has begun, reject any Supplier Personnel providing the Services that Telefónica Tech or its End Customer decide are not performing the Services at the level required for the Contract.
- 9.2 If the End Customer requires the Supplier Personnel who will provide the Services to have security clearances such as NPPV3, BPSS, SC, or SC enhanced clearance or to submit to a DBS or enhanced DBS check and or credit checks, the Supplier will co-operate with the End Customer, Telefónica Tech and any other body or agency in obtaining such clearances or checks.

10 Property

- 10.1 Telefónica Tech and End Customer property (including real and personal property, whether tangible or intangible) in Supplier's possession, care, control, or otherwise used by it may only be used for the purposes of fulfilling the Supplier's obligations under the Contract and in accordance with Telefónica Tech's instructions.
- 10.2 The Supplier is liable for any loss or damage of Telefónica Tech's or End Customer's property resulting from Supplier's or Supplier Personnel's negligence, omission, or wilful misconduct.

11 Acceptance, Rejection and Inspection

- 11.1 Acceptance of Deliverables shall occur when Telefónica Tech has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Order and the Supplier Terms of the Contract including this clause 11.
- 11.2 Telefónica Tech may reject any Deliverables that are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late, or incomplete Deliverables or any payment made for them, will not constitute a waiver of any of Telefónica Tech's rights and remedies, including its right to reject.
- 11.3 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier will promptly and at its own cost arrange for redelivery of the correct volume.
- 11.4 Any rejected Goods may be returned to the Supplier by Telefónica Tech at the Supplier's cost and risk. The Supplier will pay to Telefónica Tech a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 11.5 Telefónica Tech may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at Telefónica Tech's option, either by Telefónica Tech or the Supplier, and the results of the tests will be made available to Telefónica Tech.
- 11.6 Telefónica Tech may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier will provide Telefónica Tech with access to and use of all facilities reasonably required.

- 11.7 Unless written notice of acceptance is given by Telefónica Tech an inspection or testing of the Deliverables is not acceptance of the Deliverables or a waiver of any of Telefónica Tech's other rights and remedies, including the right to reject.
- 11.8 The rights of Telefónica Tech in this clause 11 are without prejudice to Telefónica Tech's other rights and remedies under the Contract including under clause 13.

12 Title and Risk

- 12.1 Risk of loss or damage to the Goods will pass to Telefónica Tech on the later of:
- 12.1.1 delivery of the Goods to Telefónica Tech as set out in clause 7; or
- 12.1.2 Telefónica Tech's acceptance of the Goods as set out in clause 11.
- 12.2 The Supplier will unload the Goods following Telefónica Tech's directions and at the Supplier's risk.
- 12.3 Title to the Goods will pass to Telefónica Tech on the earlier of:
- 12.3.1 payment by Telefónica Tech for the Goods under clause 4; or
- 12.3.2 delivery of the Goods to Telefónica Tech under clause 7.
- The passing of title will not prejudice any of Telefónica Tech's rights and remedies, including its right to reject.
- 12.4 Neither the Supplier, nor any other person, will have a lien on, right of stoppage in transit or other rights in or to any Goods for which title has vested in Telefónica Tech and the Supplier will ensure that relevant third parties accept the exclusion of such lien and rights.

13 Warranty

- 13.1 The Supplier warrants, represents and undertakes to Telefónica Tech for the benefit of Telefónica Tech and each End Customer that the Supplier:
- 13.1.1 has all consents, licences, and authorisations necessary to deliver and perform the Contract and to deliver the Deliverables;
- 13.1.2 has executed the Contract by a duly authorised signatory on its behalf;
- 13.1.3 has, on the date it executes the Contract or at the latest on the date it delivers the Goods, full, clear, and unencumbered title to the Goods, and the full, clear, and unencumbered right to sell and deliver them to Telefónica Tech;
- 13.1.4 will hold such title and right to enable it to ensure that Telefónica Tech will acquire a valid, unqualified title to the Goods and will enjoy quiet possession of them; and
- 13.1.5 will ensure compliance and fulfilment of its obligations contained in the Contract.
- 13.2 The Supplier warrants, represents and undertakes to Telefónica Tech that while performing its obligations under the Contract it will:
- 13.2.1 comply with, and ensure that the Supplier Personnel comply with all health and safety rules and regulations and any other security requirements that apply at any of Telefónica Tech's premises including the Location;
- 13.2.2 keep Telefónica Tech fully informed of all activities concerning the Deliverables and provide Telefónica Tech with activity reports on request; and
- 13.2.3 conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Deliverables prior to delivery or performance as Telefónica Tech may require at its sole discretion acting reasonably.

- 13.3 In addition, and without prejudice, to 13.4, if the Supplier acts as a reseller of the Deliverables the Supplier will assign the benefit of any warranty, indemnity or guarantee given by the Supplier or manufacturer for those Deliverables to Telefónica Tech or, if directed, to the End Customer.
- 13.4 Regardless of clause 13.3, and unless otherwise set out in the Order, the Supplier warrants represents and undertakes to Telefónica Tech that the Deliverables will for a period of 12 months from acceptance (the “Warranty Period”):
- 13.4.1 conform in all material respects to any sample, and to the quality and description of the Specification;
 - 13.4.2 be free from defects in design, material, and workmanship;
 - 13.4.3 comply with all Applicable Laws, standards, and Good Industry Practice;
 - 13.4.4 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 13.4.5 be fit for purpose and any purpose held out by the Supplier; and
- 13.5 The Supplier warrants represents and undertakes to Telefónica Tech that media on which the results of the Services are supplied will be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 13.6 The Supplier agrees that the approval by Telefónica Tech of any design or Specification provided by the Supplier will not relieve the Supplier of any of its obligations under this clause 13.
- 13.7 The Supplier affirms that it understands Telefónica Tech’s and the End Customer’s business and needs.
- 13.8 Telefónica Tech may reject any Deliverables that do not comply with clause 13.4 and the Supplier will, at Telefónica Tech’s option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that Telefónica Tech serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clause 13.4.
- 13.9 The provisions of these Supplier Terms will apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 13.10 Telefónica Tech’s rights under these Supplier Terms are in addition to, and do not exclude or change, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.

14 Record Keeping and Reporting

- 14.1 The Supplier will keep appropriate records of any matters relevant to the performance of its obligations under this Contract in such format and for such period as the parties agree in writing.
- 14.2 The Supplier will implement a regular and continuing assessment of its provision of Services (with reference to quality and service standards and generally) and will prepare and send to Telefónica Tech reports in such format and at such intervals as the parties agree in writing.

15 Audit and Inspection

- 15.1 During the term of the Contract and for 24 months thereafter, the Supplier will allow Telefónica Tech and agents on its behalf to inspect and audit the Supplier’s records,

accounts and other relevant information and premises (including allowing copying of documents):

- 15.1.1 during normal business hours on Business Days and subject to a minimum of five Business Days' notice; and
- 15.1.2 not more often than once in any rolling 12-month period,
- 15.1.3 to the extent that this is reasonably required, for the purpose of verifying the fees or the Supplier's compliance with its obligations under the Contract.
- 15.2 If inspection or audit is required by an official Government regulator or fraud is suspected, the Supplier inspections and audits may take place at any time and there will be no limit to the number of inspections or audits that can be undertaken and such audits will be at the expense of the Supplier.
- 15.3 Audit rights under this clause 15 are in addition, and without prejudice, to the further audit or inspection obligations of the Supplier or rights of Telefónica Tech under clause 23 and each may be exercised separately.

16 Indemnity, Limitation of Liability and Insurance

- 16.1 The Supplier will indemnify, and keep indemnified, Telefónica Tech and the End Customer from and against any and all losses, damages, liability, costs (including legal fees) and expenses which Telefónica Tech or the End Customer may suffer or incur arising out of or in connection with:
 - 16.1.1 any claim actual or threatened that the Deliverables infringe a third party's Intellectual Property Rights or other rights ("IPR Claim");
 - 16.1.2 any claim made against Telefónica Tech and/ or the End Customer in respect of any losses, damages, liability, costs, and expenses sustained by the employees or agents or the End Customer or any third party to the extent that such liability, loss, damage, injury, cost, or expense was caused by, relates to, or arises from the Deliverables or from a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier;
 - 16.1.3 defects in materials, quality, workmanship, or performance of the Deliverables.
- 16.2 If an IPR Claim is made, or is reasonably likely to be made, against Telefónica Tech or the End Customer, the Supplier will promptly and at its own expense either:
 - 16.2.1 procure for Telefónica Tech and, if directed, the End Customer the right to continue to use and possess the relevant Deliverables; or
 - 16.2.2 modify or replace the infringing part of the Deliverables and without adversely affecting the functionality of the Deliverables as set out in the Contract to avoid the infringement or alleged infringement,
- 16.3 If the Supplier cannot achieve either of the outcomes set out in clause 16.2 on reasonable terms, the Supplier will (without prejudice to the indemnity above) refund the price paid by Telefónica Tech in respect of the affected Deliverables.
 - 16.3.1 The Supplier will indemnify, and keep indemnified, Telefónica Tech and the End Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Telefónica Tech in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.
- 16.4 The Supplier will obtain and maintain in force during the term of the Contract and for a period of 6 years thereafter the following insurances:
 - 16.4.1 public and products liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in respect of each claim;

- 16.4.2 professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in respect of each claim; and
- 16.4.3 Employer's liability in accordance with statutory limits for all locations in which services are to be provided.
- 16.5 Before executing these Supplier Terms and on each anniversary thereafter the Supplier will produce to Telefónica Tech reasonable evidence of the maintenance of its insurances and of its terms.
- 16.6 The Supplier will on request have the interests of Telefónica Tech and the End Customer noted on the policies.
- 16.7 Regardless of any other provision of the Contract, the liability of the parties will not be limited for:
- 16.7.1 death or personal injury caused by negligence;
 - 16.7.2 fraud or fraudulent misrepresentation;
 - 16.7.3 any other losses which cannot be excluded or limited by Applicable Law.
- 16.8 Telefónica Tech shall not be liable to the Supplier for any of the following regardless of whether it is, or they are, foreseeable, known, foreseen or otherwise or whether any damage or loss is direct, indirect, consequential, or otherwise:
- 16.8.1 any Data Protection Losses not directly resulting from Telefónica Tech's breach of clause 20;
 - 16.8.2 any Data Protection Losses to the extent that they are contributed to or caused by any breach of this Agreement by the Supplier;
 - 16.8.3 loss of actual or anticipated profits;
 - 16.8.4 loss of business;
 - 16.8.5 loss of revenue or the use of money;
 - 16.8.6 loss of data (and/or undertaking the restoration of data or software restoration);
 - 16.8.7 loss of use;
 - 16.8.8 loss of production;
 - 16.8.9 loss of contracts;
 - 16.8.10 loss of opportunity;
 - 16.8.11 loss of savings, discount, or rebate (whether actual or anticipated);
 - 16.8.12 harm to reputation or loss of goodwill; and
 - 16.8.13 any special, indirect, or consequential loss.
- 16.9 Subject to clauses 16.7 and 16.8, Telefónica Tech's total aggregate liability arising under or in connection with the Contract, including these Supplier Terms, (whether such liability arises in contract, tort (including negligence) under indemnity or otherwise), in respect of each act or omission giving rise to the liability, will not exceed the maximum of **100%** of the fees paid or payable for the relevant Good or Service in respect of which a claim is made during the 12 months immediately preceding the act or omission giving rise to the liability.
- 16.10 Subject to clauses 16.7 and 16.11, the Supplier's total liability arising under or in connection with the Contract, including these Supplier Terms, (whether such liability arises in contract, tort (including negligence) under indemnity or otherwise), in respect of each act or omission giving rise to the liability, will not exceed the maximum of 125% of the fees paid or payable

under the Contract during the 12 months immediately preceding the act or omission giving rise to the liability.

- 16.11 The limitations of liability set out in clause 16.10 will not apply in respect of any indemnities given by the Supplier or the Supplier's breach of clauses 19 to 23 (inclusive).

17 Intellectual Property Rights

- 17.1 The Background Intellectual Property belonging to each party will remain vested in the party owning it.
- 17.2 Each party will grant, or procure the grant of, all such licences to the other party to use its Background Intellectual Property as are necessary to allow that other party to use the Foreground Intellectual Property.
- 17.3 All Foreground Intellectual Property will become the property of Telefónica Tech on its creation and the Supplier irrevocably assigns, and will procure the assignment of, any existing and future Foreground Intellectual Property Rights to Telefónica Tech with full title guarantee and free from third party rights or encumbrances. The Supplier waives its moral rights in relation to the Foreground Intellectual Property.
- 17.4 Telefónica Tech grants a licence to the Supplier to use the Foreground Intellectual Property free of charge and royalty and on a non-exclusive, worldwide basis to the extent necessary for the Supplier to perform its obligations or exercise its rights under the Contract. The licence granted by this clause 17.4 will automatically terminate on the termination or expiry of the Contract.

18 Intellectual Property Warranties

- 18.1 The Supplier warrants, represents, and undertakes to Telefónica Tech that:
- 18.1.1 the use, manufacture, creation and supply of the Deliverables and the supply of Services will not in any way constitute an infringement or other violation of any IP Rights of any third party;
- 18.1.2 more generally, it owns or has obtained valid licences of all IP Rights which are necessary to the performance of any of its obligations under the Contract;
- 18.1.3 the IP Rights in the Deliverables created by the Supplier (or created on its behalf for the purpose of the Supplier's obligations under the Contract):
- 18.1.3.1 are and will be original work and not copied wholly or substantially from any other source;
- 18.1.3.2 will not, when used infringe the IP Rights or any other rights, of any third party; and
- 18.1.3.3 have not and will not be licensed or assigned to any third party, except when requested or authorised by Telefónica Tech in writing;

19 Confidentiality and Announcements

- 19.1 Each Recipient will keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, will:
- 19.1.1 not use or exploit the Confidential Information in any way except for the purpose of complying with its obligations under this Contract;
- 19.1.2 not directly or indirectly disclose or make the Confidential Information available in whole or in part to any third party, except as expressly permitted by this Contract; and

- 19.1.3 not copy, scan, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of complying with its obligations under this Contract (and any such copies, reductions to writing and records will be the property of the Disclosing Party);
- 19.2 Each Recipient shall apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 19.3 Each Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the purpose of enabling the Recipient to comply with its obligations under this Contract, provided that:
- 19.3.1 it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
- 19.3.2 it procures that its Representatives will, in relation to any Confidential Information disclosed to them, comply with this Contract as if they were the Recipient and, if the Disclosing Party so requests, procure that any relevant Representative enters into a confidentiality Contract with the Disclosing Party on terms equivalent to those contained in this Contract;
- 19.3.3 it keeps a written record of these Representatives;
- 19.3.4 it takes all necessary precautions to ensure that the provisions of this clause 19.1 are enforced; and
- 19.3.5 it shall be liable for the failure of any Representative to comply with the terms of this Contract and for the actions or omissions of the Representative as if they were the failure, actions, or omissions of the Recipient.
- 19.4 The Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 19.4, it takes into account the reasonable requests of the Disclosing Party in relation to the content of this disclosure.
- 19.5 Unless expressly provided by this Contract, all Confidential Information will remain the property of the Disclosing Party.
- 19.6 The Supplier will enter into such confidentiality agreement(s) as the End Customer will require, either directly with the End Customer or with Telefónica Tech.
- 19.7 Upon termination, the Supplier will immediately return to Telefónica Tech, or the End Customer as directed, without limitation, all Confidential Information in the possession of Supplier, and upon request, Supplier will certify to Telefónica Tech that it has, and has caused each of its employees and subcontractors to return all Confidential Information to Telefónica Tech or End Customer as the case may be.
- 19.8 This clause 19 will survive termination of these Supplier Terms and the Contract.
- 19.9 Subject to clause 19.10, The Supplier will not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 19.10 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use complies with, and does not conflict with, the provisions of clause 20.

20 Data Protection

- 20.1 The parties will comply with the Data Protection Schedule.
- 20.2 Any notice or request by Telefónica Tech pursuant to the Data Protection Schedule will be directed in accordance with clause 37.

21 Compliance with Anti-Corruption Laws

- 21.1 The Supplier hereby represents, warrants and covenants that:
 - 21.1.1 it and any and all of its controlling entities or persons, affiliates, partners, officers, directors, employees and agents involved in the provision of the Goods and/or Services (“Relevant Undertaking”) will comply at all times in connection with and throughout the course of the Relevant Undertaking (if applicable, including upon acquisition of the products and/or contents that are relevant for the supply of Goods or rights and/or for the provision of the Services), with all applicable laws, statutes, regulations and codes relating to combating corruption, including without limitation the United States Foreign Corrupt Practices Act (collectively, “Anti-Corruption Laws”);
 - 21.1.2 in connection with the Relevant Undertaking, neither the Supplier nor any of its controlling entities or persons, affiliates, partners, officers, directors, employees or agents will offer, promise or give, nor have they, as at the effective date, offered, promised, or given money or anything of value, directly or indirectly, to (i) anyone working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies), any public international organization or political parties, or anyone that is a party official or candidate for political office (“Government Official”) in order to influence official action or otherwise obtain an improper advantage; (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly;
 - 21.1.3 the Supplier will keep and maintain accurate and reasonably detailed books and financial records in connection with this Contract and/or Supplier Terms and the Relevant Undertaking;
 - 21.1.4 the Supplier has and shall maintain in place throughout the term of this Contract and/or Supplier Terms its own policies or procedures to ensure compliance with Anti-Corruption Laws, sufficient to provide reasonable assurances that violations of Anti-Corruption Law will be prevented, detected and deterred;
 - 21.1.5 the Supplier shall promptly report to Telefónica Tech any violation of any of its obligations under this clause 21.1; in such event, Telefónica Tech reserves the right to require that the Supplier immediately takes appropriate remedial actions;
 - 21.1.6 the Supplier’s representations, warranties and covenants in this clause 21.1 extend equally, for the avoidance of doubt, to any third parties subject to the control or influence or acting on behalf of the Supplier in connection with the Relevant Undertaking, and the Supplier has taken reasonable steps to ensure their compliance; and no rights or obligations of, or services to be rendered by the Supplier in connection with the Relevant Undertaking shall be assigned, transferred or subcontracted to any third party without the prior written approval of Telefónica Tech; and
 - 21.1.7 the Supplier shall certify its compliance with this clause 21.1 periodically as may be required by Telefónica Tech.
- 21.2 The Supplier shall sign and return to Telefónica Tech the Anti-Corruption Certificate prior to supplying any Goods or Services to Telefónica Tech.

21.3 Any breach of clause 21.1 by the Supplier is a breach of a condition and a material breach of the Contract and shall entitle Telefónica Tech to immediately terminate the Contract by notice under clause 25.1.1

22 Anti-Slavery

22.1 The Supplier undertakes, warrants, and represents that:

22.1.1 neither the Supplier nor any of its officers, employees, agents, or subcontractors has:

22.1.1.1 committed an offence under the Modern Slavery Act 2015 (a **MSA** Offence); or

22.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

22.1.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

22.1.1.4 it will comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

22.1.2 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents, or subcontractors, which will be made available to Telefónica Tech on request at any time throughout the Contract;

22.1.3 it will notify Telefónica Tech immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Supplier's obligations under clause 22.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

22.2 Any breach of clause 22.1 by the Supplier is a breach of a condition and a material breach of the Contract and entitle Telefónica Tech to immediately terminate the Contract by notice under clause 25.1.1.

23 Compliance with Trade Sanctions

23.1 The Supplier hereby represents, warrants, and covenants that:

23.1.1 the Supplier is not a person (including any natural person or government or private entity) that is (i) the subject of restrictive Sanctions, (ii) located in or organized under the laws of any country that is the subject to Economic Sanction Programs or (iii) owned or controlled by any of the foregoing ("Restricted Party") nor is it subject to any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any authority, that could be applicable to the Supplier or any of its controlling entities or persons, affiliates, partners, officers, directors, employees, agents involved, and/or to the transaction under the Contract and the Relevant Undertaking, and including, in any case, the (i) the U.S. government, including the list of Specially Designated Nationals and other sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), (ii) the United Nations Security Council and, (iii) the European Union ("Economic Sanctions Program"); and

23.1.2 the Relevant Undertaking shall not, directly or indirectly, be resold, assigned, exported, re-exported, imported, transferred, made available or provided to any corporation, organization, entity or person that is a Restricted Party or is subject to an Economic Sanctions Program.

23.2 The Supplier undertakes to maintain the above statements and warranties in force for the duration of the Contract. In addition, the Supplier shall immediately inform Telefónica Tech

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of any breach of statements and warranties or in the event that any such statement or warranty is no longer true or accurate; in such event, Telefónica Tech reserves the right to (i) require the Supplier to take the immediate and appropriate remedial actions and/or (ii) terminate the Contract.

23.3 If there is a national or supranational law or regulation that is directly applicable to the Supplier and it considers that it could affect the compliance of clause 23.1, the Supplier shall immediately notify Telefónica Tech. In such event, Telefónica Tech reserves the right to take appropriate remedial actions or terminate the Contract.

23.4 Breach of this clause 23 shall be deemed a material breach of the Contract.

24 Mandatory Policies

24.1 In performing its obligations under the Contracts, the Supplier shall comply with the Mandatory Policies.

25 Termination

25.1 Telefónica Tech may terminate all or part of the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:

25.1.1 the Supplier commits or suffers a material breach of the Contract, and such breach is not remediable;

25.1.2 the Supplier commits or suffers a material breach of the Contract which is not remedied within 14 days of receiving written notice to cure the breach;

25.1.3 the contract between Telefónica Tech and the End Customer to which the Deliverables relate has been terminated;

25.1.4 the Supplier misappropriates Telefónica Tech's or the End Customer's Confidential Information

25.1.5 the Supplier commits or suffers a breach of clause 23;

25.1.6 the Supplier violates any relevant laws, regulations, or rules pertaining to the Services; or

25.1.7 the End Customer's lawyers advise the End Customer that, in their opinion, the Services violate any relevant laws, regulations or rules;

25.1.8 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

25.2 Telefónica Tech may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:

25.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

25.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Telefónica Tech reasonably believes that to be the case;

25.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

25.2.4 has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets, or income;

25.2.5 has a resolution passed for its winding up;

- 25.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 25.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 25.2.8 has a freezing order made against it;
- 25.2.9 is subject to any recovery or attempted recovery of items supplied to it by a Supplier retaining title in those items;
- 25.2.10 is subject to any events or circumstances analogous to those in clauses 25.2.1 to 25.2.9 in any jurisdiction;
- 25.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 25.2.1 to 25.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 25.3 Telefónica Tech may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control or if it is realistically anticipated that it will undergo a change of Control within two months.
- 25.4 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle Telefónica Tech to terminate the Contract under this clause 25, it will immediately notify Telefónica Tech in writing.
- 25.5 Termination or expiry of the Contract will not affect any accrued rights and liabilities of Telefónica Tech at any time up to the date of termination.
- 25.6 The parties undertake that they will not during or for a period of 12 months after the termination of this Contract solicit or entice away or endeavour to solicit or entice away from the other party or the End Customer any employee, contractor, agent, or consultant who has worked under this Contract without the written consent of the other party or the End Customer. If a party does solicit or entice such employees, contractors, agents, or consultants, it will be liable to pay a fee equivalent to 12 months' salary for each applicable employee, contractor, agent, or consultant. A party shall not be in breach of this clause where the applicable employee, contractor, agent, or consultant has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the other party or via an advertisement placed publicly by the other party (either in the press, social media, online or in trade and industry publications).
- 25.7 The Supplier will not without the prior written consent of Telefónica Tech (whether as principal, employee, agent, consultancy or otherwise), either during the provision of the Deliverables or at any time during the period of 12 months following the termination of the Contract, be in competition with any business or businesses of Telefónica Tech, or of its Group Companies carried on at the date of termination, solicit or endeavour to solicit the custom of or deal with or accept business from the End Customer or any person, firm or company to whom the Supplier provided Deliverables under this Contract other than clients or customers with whom the Supplier had already had dealings prior to the introduction by Telefónica Tech.
- 25.8 The Supplier and Telefónica Tech agree that the entry into these Supplier Terms and/or the Contract, or performance of the Contract, any reduction in its scale or its termination shall not for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("the Regulations") constitute a "relevant transfer" of any employees of the Supplier (or any contractor engaged by the Supplier in providing goods and/or services similar to the Goods/Services ("Supplier's Contractor")). If, however, a contract of employment between the Supplier (or any Supplier's Contractor)

and any person has effect pursuant to the Regulations as if originally made between Telefónica Tech (or Telefónica Tech's replacement supplier) and such person, or if a claim is made to such effect, Telefónica Tech or Telefónica Tech's replacement supplier may terminate such contract. The Supplier shall indemnify and keep Telefónica Tech indemnified at all times from and against all claims and costs (including legal costs on a full indemnity basis) expenses, losses and liabilities suffered or incurred by Telefónica Tech and/or Telefónica Tech's replacement supplier in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to these Supplier Terms, the Contract, or performance of the Contract, its reduction in scale or its termination.

26 Dispute Resolution

- 26.1 Any dispute arising between the parties out of or in connection with the Contract will be dealt with in accordance with the provisions of this clause 26.
- 26.2 The dispute resolution process may be begin at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice will include reasonable information as to the nature of the dispute.
- 26.3 The parties will use all reasonable endeavours to reach a negotiated resolution through the following procedure:
 - 26.3.1 Within five Business Days of service of the notice, the contract managers or those responsible for the day to day of the Contract from each party will meet or participate in a conference call to discuss the dispute and attempt to resolve it.
 - 26.3.2 If the dispute is not resolved within ten Business Days of the first meeting under clause 26.3.1, then the matter will be referred to the Managing Directors (or persons of equivalent seniority) of each of the parties. The Managing Directors (or equivalent) will meet within ten Business Days to discuss the dispute and try to resolve it.
- 26.4 Until the parties have completed the steps referred to in clause 26.3, and have failed to resolve the dispute, neither party will commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.
- 26.5 The parties' continuing obligations under this Contract is not affected by any matter being dealt with under the dispute resolution procedure set out in this clause 26.
- 26.6 If there is a dispute or disagreement between Telefónica Tech and the End Customer to which the Deliverables relate, the Supplier will provide Telefónica Tech with all reasonable assistance required by Telefónica Tech in attempting to resolve that dispute.

27 Entire Agreement

- 27.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 27.2 Each party acknowledges that it has not entered into the Contract, or any documents entered into pursuant to it in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party will have any claim for innocent or negligent misrepresentation based on any statement in the Contract.

28 Cumulative Remedies

- 28.1 The rights and remedies provided in the Contract for Telefónica Tech only are cumulative and not exclusive of any rights and remedies provided by law.

29 Further Assurance

- 29.1 The Supplier will at the request of Telefónica Tech, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

30 Equitable Relief

- 30.1 The Supplier recognises that any breach or threatened breach of the Contract may cause Telefónica Tech irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Telefónica Tech, Telefónica Tech is entitled to the remedies of specific performance, injunction, and other equitable relief without proof of special damages.

31 Assignment

- 31.1 The Supplier shall not assign, subcontract, or encumber any right or obligation under the Contract, in whole or in part, without Telefónica Tech's prior written consent.
- 31.2 Regardless of clause 31.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Group Company provided that it gives Telefónica Tech prior written notice of such subcontracting or assignment including the identity of the relevant Group Company.
- 31.3 Any act or omission of a Supplier Group Company in relation to the Supplier's rights or obligations under the Contract will be treated as an act or omission of the Supplier itself.

32 Severance

- 32.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity, and enforceability of any other provision of the Contract is not affected.
- 32.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it was deleted or modified, the provision or part-provision in question will apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid, and enforceable. Following deletion or modification, the parties will negotiate in good faith to agree the terms of a mutually acceptable alternative provision.

33 Waiver

- 33.1 No failure, delay, or omission by Telefónica Tech in exercising any right, power or remedy provided by law or under the Contract will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy.
- 33.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Telefónica Tech will prevent any future exercise of it or the exercise of any other right, power or remedy by Telefónica Tech.

34 Variation

- 34.1 No variation of these Supplier Terms or to the Contract will be valid or effective unless it is in writing, refers to the Contract and these Supplier Terms and is signed or executed by an authorised signatory of each party.

35 Costs and Expenses

- 35.1 The Supplier will pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of the Contract (and any documents referred to in it).

36 Set off

- 36.1 Telefónica Tech may set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which Telefónica Tech has with the Supplier.
- 36.2 The Supplier will pay all sums that it owes to Telefónica Tech under the Contract without any set-off, counterclaim, deduction or withholding of any kind, except as the law requires.

37 Notices

- 37.1 A notice required or permitted to be given by either party to the other under the Contract will be in writing, delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party and addressed:
- 37.1.1 in the case of the Supplier, to its registered office or principal place of business, and, where a notice is permitted by e-mail, to an email address provided by the Supplier or if no email address is provided to any email address Telefónica Tech deems most appropriate for the subject matter of the notice;
- 37.1.2 in the case of Telefónica Tech, to Telefónica Tech's Supplier Department at Telefónica Tech's registered office, and, where a notice is permitted by e-mail, to Suppliers@telefonicatech.uk and to Legal@telefonicatech.uk.
- 37.2 A notice delivered by hand is received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post is received at the time at which it would have been delivered in the normal course of post.

38 No Partnership

- 38.1 The parties are independent persons and are not partners, principal and agent or employer and employee and neither the Supplier Terms nor the Contract establishes any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it.
- 38.2 No party may represent that it has any authority to make any commitments on behalf of the other party.

39 Third Party Rights

- 39.1 Except as expressly provided for in clause 39.2, a person who is not a party to the Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

- 39.2 Any Group Company of Telefónica Tech may exercise its rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract, including without limitation all rights and indemnities in the Contract expressed to be in favour of Telefónica Tech, as if such rights and indemnities were expressed to be for the benefit of the relevant Group Company.
- 39.3 The consent of a Group Company is not required to rescind or vary the Contract or any provision of it.

40 Governing Law and Jurisdiction

- 40.1 These Supplier Terms, the Contract and any non-contractual dispute or claim arising out of each of them will be governed by, and construed exclusively in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes or claim arising out of, or in connection with, these Supplier Terms or the Contract, its subject matter or formation (including non-contractual disputes or claims).
- 40.2 Either party may issue proceedings (whether concurrently or not with proceedings referred to in clause 26) against the other party in the location to which any goods are to be delivered to the extent permitted by the law applicable in that jurisdiction.
- 40.3 To the extent permitted by law, the Convention on the International Sale of Goods 1980 and all international and domestic legislative (or other) implementations of that Convention and the Uniform Laws on International Sales Act 1967, will not apply in relation to these Supplier Terms or any Contract.

Signed by for and on behalf of the **Supplier**

Signed by for and on behalf of
Telefónica Tech

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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SCHEDULE 1 - DATA PROTECTION SCHEDULE

1 Definitions and Interpretation

- 1.1 In this Data Protection Schedule, the words, expressions defined, and rules of interpretation set out, in the Supplier Terms will apply and mean the same when used in this Data Protection Schedule.
- 1.2 The following words and phrases will, unless the context otherwise requires, have the following meanings:

“Business Hours”	means 09:00 to 17:00 GMT Monday to Friday excluding public holidays.
“Data Controller”	will have the meaning given in the Data Protection Laws.
“Data Processor”	will have the meaning given in the Data Protection Laws.
“Data Protection Laws”	means as applicable and binding on the End Customer, Telefónica Tech and/or the services: (a) in the United Kingdom: the UK GDPR, Data Protection Act 2018, Data Protection, Privacy and Electronic Communications Regulations 2019 and any national laws or regulations amending, replacing, or superseding them; (b) in member states of the European Union: the GDPR and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (c) any Applicable Laws replacing, amending, extending, re-enacting, or consolidating any of the above Data Protection Laws from time to time.
“Data Protection Losses”	means all liabilities, including all: (a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses, and damages (including relating to material or non-material damage); and (b) to the extent permitted by Applicable Law: (i) administrative fines, penalties, sanctions, liabilities, or other remedies imposed by a Supervisory Authority; (ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and (iii) the reasonable costs of compliance with investigations by a Supervisory Authority.
“Data Subject Request”	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

“Data Subject”	will have the meaning given in the Data Protection Laws.
“Data Protection Schedule”	means this supplemental Schedule
“GDPR”	means the General Data Protection Regulation (EU) 2016/679 which became directly effective on 25 May 2018 and in the United Kingdom, the UK GDPR (applied GDPR) following withdrawal from the European Union.
“Personal Data Breach”	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.
“Personal Data”	has the meaning given in the Data Protection Laws.
“Sub-Processor”	means another Data Processor engaged by the Supplier for carrying out processing activities in respect of the Protected Data on behalf of Telefónica Tech.
“Supervisory Authority”	means any local, national, or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.
“Supplier”	means the company addressee set out in the Supplier Terms with whom Telefónica Tech has entered into the Contract.
“Supplier’s Email Address”	means an email address provided by the Supplier or if no email address is provided to any email address known to Telefónica Tech which Telefónica Tech believes is suitable for the types of notice set out in this Data Protection Schedule.

2 Data Protection

- 2.1 This Data Protection Schedule will be effective from the date of the Supplier Terms.
- 2.2 Any rules of interpretation in the Supplier Terms shall apply to this Data Protection Schedule, save that:
- 2.2.1 A reference to a ‘clause’ in this Data Protection Schedule is to a clause so numbered and contained herein;
 - 2.2.2 This Schedule shall be enforceable by any Telefónica Tech’s Group Company. The consent of any such Group Company is not required to rescind, waive, settle or vary this Data Protection Schedule or any provisions of it; and
 - 2.2.3 The indemnity at clause 8.1 shall survive termination of the Supplier Terms or the Contract.
- 2.3 This clause 2 applies where the Supplier carries out processing of Telefónica Tech or Telefónica Tech’s End Customer’s personal data under applicable Data Protection Laws. For such purposes, the Supplier will be a ‘Data Processor’.
- 2.4 The Supplier will (and must procure that any personnel involved in the provision of services under the Supplier Terms or the Contract) comply with any notification requirements under the Data Protection Laws and other relevant legislation.

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- 2.5 Both parties will comply with their obligations under the Data Protection Laws and other relevant legislation, which arise in connection with the Supplier Terms or the Contract.
- 2.6 The Supplier will process Personal Data:
 - 2.6.1 that arises out of the Supplier providing Goods and Services under the Supplier Terms and Contract;
 - 2.6.2 for the duration of the Supplier Terms and Contract (including any extensions to its duration) and any additional time after termination necessary for the Supplier to complete its obligations relating to Personal Data;
 - 2.6.3 for the purpose of the Supplier fulfilling its obligations under the Supplier Terms and the Contract;
 - 2.6.4 by the collection, organisation, structuring, storage, adaptation, and alteration and/or use of data (including Personal Data).
- 2.7 Types of Personal Data to be processed shall include but shall not be limited to:
 - 2.7.1 names; addresses; telephone numbers; job titles; and
 - 2.7.2 any other data provided by Telefónica Tech or Telefónica Tech's End Customer for the purpose of transmission, storage and/or analysis.
- 2.8 Categories of Data Subject:
 - 2.8.1 individuals permitted or required by Telefónica Tech to make use of the Services under the Supplier Terms or the Contract, to communicate with the Supplier in relation to the Supplier Terms or the Contract and/or to administer the Supplier Terms or the Contract;
 - 2.8.2 details of individuals contained within data that Telefónica Tech provides to the Supplier for the purposes of transmission, storage and/or analysis.

3 Sub-Processors

- 3.1 The Supplier will not engage a Sub-Processor without prior specific or general written authorisation of Telefónica Tech.
- 3.2 In the case of general written authorisation, the Supplier shall inform Telefónica Tech of any intended changes concerning the addition or replacement of a Sub-Processor and provide Telefónica Tech with the opportunity to object to the changes.
- 3.3 If Telefónica Tech objects to the addition or replacement of Sub-Processors, it shall notify the Supplier of such objection within 14 days of the date that the notification was received in the manner set out in that notification and, unless the Supplier agrees to use the original Sub-Processor within 7 days of receiving an objection Telefónica Tech shall be entitled to immediately terminate the whole or the affected part of the Service provided by the Supplier. If Telefónica Tech terminates the affected part of the Service, the Contract shall be amended accordingly.

4 Processing

- 4.1 Without prejudice to the generality of clause 2, in respect of Protected Data disclosed to accessed or processed by the Supplier in connection with the Supplier Terms or the Contract (and whether disclosed by Telefónica Tech, Telefónica Tech's End Customer's, data subjects or otherwise), the Supplier will ensure that it:
 - 4.1.1 only processes the Protected Data on documented instructions from Telefónica Tech, including regarding transfers of Protected Data to a third country or an international organisation unless required to do so by Applicable Law to which the Supplier is subject;

- 4.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Customer's instructions, it will notify Telefónica Tech of any such legal requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest);
- 4.1.3 will consult Telefónica Tech before making any disclosure, to a third party of Protected Data required by Applicable Law or by a law enforcement authority (unless notification or consultation is forbidden by Applicable Law);
- 4.1.4 ensures that the persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 4.1.5 takes all measures required pursuant to Article 32 of the GDPR;
- 4.1.6 respects the conditions referred to in Article 28(2) and 28(4) of the GDPR for engaging a Sub-Processor;
- 4.1.7 taking into account the nature of the processing, assists Telefónica Tech by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 4.1.8 assists Telefónica Tech in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and information available to the Supplier;
- 4.1.9 promptly informs Telefónica Tech if, in its opinion, an instruction infringes the Data Protection Law, PROVIDED THAT:
 - 4.1.9.1 this will be without prejudice to clauses 2.4 and 2.8;
 - 4.1.9.2 to the maximum extent permitted by mandatory law, the Supplier will have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with Telefónica Tech's instructions following Telefónica Tech's receipt of that information;
 - 4.1.9.3 will deal promptly and properly with all enquiries from Telefónica Tech relating to the processing of the Protected Data and promptly comply with any request from Telefónica Tech requiring the Supplier to amend, transfer, delete where technically feasible or return the Protected Data and, if requested, to certify that this has been done;
 - 4.1.9.4 will not and will procure that any Sub-Processor will not transfer the Protected Data (nor any part thereof) outside the UK or European Economic Area without the prior written consent of Telefónica Tech; and
 - 4.1.9.5 will, unless Article 30(5) dis-applies the same, maintain a record of all categories of processing activities carried out on behalf of the Customer which will contain the details set out in Article 30(2) of the GDPR (and which will be in writing, including in electronic form);
 - 4.1.9.6 will make available to Telefónica Tech all information as is necessary to demonstrate the Supplier's compliance with the obligations laid down in this clause 4, and allow for and contribute to audits, including inspections, by Telefónica Tech (or auditor mandated by Telefónica Tech) for this purpose, subject to Telefónica Tech:
 - 4.1.9.6.1 giving the Supplier reasonable prior written notice of such information request, audit and/or inspection being required by Telefónica Tech;
 - 4.1.9.6.2 ensuring that all information obtained or generated by Telefónica Tech or its auditor(s) in connection with such information requests, inspections and audits is

- kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- 4.1.9.6.3 ensuring that such audit or inspection is undertaken during normal Business Hours, with minimal disruption to the Supplier's business; and
 - 4.1.9.6.4 paying Supplier (or the Sub-Processor's as the case may be) reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits that exceed 3 (three) Business Days per year, such charges to be calculated on a time and materials basis at the Supplier's (or the Sub-Processor's as the case may be) standard rates at the time.
- 4.1.9.7 will provide Telefónica Tech with such reasonable assistance (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with Telefónica Tech's obligations under Data Protection Laws with respect to:
- 4.1.9.7.1 security of processing;
 - 4.1.9.7.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 4.1.9.7.3 prior consultation with a Supervisory Authority regarding high-risk processing; and
 - 4.1.9.7.4 notifications to a Supervisory Authority and/or communications to Data Subjects by Telefónica Tech in response to any Personal Data Breach,
 - 4.1.9.7.5 provided Telefónica Tech will pay the Supplier's reasonable charges for providing the assistance in this clause 4.1.9.7, where such assistance extends beyond three (3) Business Days per year, such charges to be calculated on a time and materials basis at the Supplier's standard rates at the time.

5 Security Testing

- 5.1 The Supplier will grant Telefónica Tech or Telefónica Tech's independent third-party auditor permission to perform security testing on the delivered systems, processes, services, or the Supplier's network, PROVIDED THAT:
- 5.1.1 Telefónica Tech obtains the Supplier's advance written consent prior to any such testing; and
 - 5.1.2 Testing is restricted to the dedicated systems, services and information specifically related to Telefónica Tech data and does not encroach on any shared systems or data concerning the Supplier's other customers; and
 - 5.1.3 Telefónica Tech pays the Supplier on a time and materials basis at the Supplier's standard rates at the time for facilitating access to the necessary information, locations (where permitted) and personnel where such assistance extends beyond three (3) Business Days per year.
- 5.2 The Supplier shall grant Telefónica Tech the option to carry out security testing on shared systems and locations subject to a pre-approval process, which includes but is not limited to providing the Supplier with a copy of Telefónica Tech's security testing plan/(s).

6 Notifications

- 6.1 Telefónica Tech and the Supplier will notify each other:
- 6.1.1 without undue delay and, in any event, not later than 48 hours after becoming aware of any unauthorised, unlawful or dishonest conduct or activities, any Personal Data Breach or any breach of the terms of the Supplier Terms or the Contract relating to Protected Data of which it becomes aware together with any information required for the Supplier or Telefónica Tech to report the breach to the Supervisory Authority;

- 6.1.2 without undue delay of any complaint, notice or communication which relates directly or indirectly to the processing of the Protected Data or to either party's compliance with the Data Protection Laws in relation to the Supplier Terms or the Contract;
- 6.1.3 without undue delay of any request for disclosure of the Protected Data by a law enforcement authority (unless such notification is forbidden by Applicable Law); and
- 6.1.4 within three (3) Business Days of any Data Subject Request.
- 6.2 The Supplier may send a notice or request by e-mail to Telefónica Tech's Data Protection Officer at data.protection@telefonicatech.uk and Telefónica Tech may send a notice or request by email to the Supplier to an e-mail address that Telefónica Tech deems most appropriate for the subject matter of the notice.
- 6.3 The Supplier may reject any requests for disclosure of Protected Data that it is not bound to fulfil by Applicable Law and will use reasonable endeavours to redirect any valid request to the Customer.

7 Return of Protected Data

- 7.1 The Supplier will, at Telefónica Tech's option, either delete where technically feasible or return all the Protected Data to Telefónica Tech in such form as Telefónica Tech reasonably requests within a reasonable time after the earlier of:
 - 7.1.1 the end of the provision of the relevant services related to processing; or
 - 7.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under the Supplier Terms or the Contract,
 - 7.1.3 and delete where technically feasible existing copies (unless storage of any data is required by Applicable Law and, if so, the Supplier will inform Telefónica Tech of any such requirement).

8 Supplier Indemnity

- 8.1 The Supplier shall indemnify and keep Telefónica Tech indemnified in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by Telefónica Tech or any Telefónica Tech Group Company arising from or in connection with:
 - 8.1.1 any breach by the Supplier of any of its obligations under this Data Protection Schedule (inclusive); or
 - 8.1.2 the Supplier (or any person acting on its behalf) acting outside or contrary to the lawful processing instructions of Telefónica Tech in respect of the processing of Protected Data.
- 8.2 Clause 8.1 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
 - 8.2.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and
 - 8.2.2 that it does not affect the liability of either party to any Data Subject.

9 Amendment of Data Protection Schedule

- 9.1 The Supplier may amend this Supplier Data Protection Schedule, with prior written notice to Telefónica Tech if:

- 9.1.1 required to do so by the Supervisory Authority; or
- 9.1.2 necessary to comply with Applicable Law; or
- 9.1.3 permitted or required to do so by a code of conduct under Article 40 of the GDPR or a certification mechanism approved under Article 43 of the GDPR.

SCHEDULE 2 - MANDATORY POLICIES

1. Information Security Management

(a) The Supplier must:

- i. have an Information Security Management System (ISMS) or, as a minimum, have implemented all applicable ISO27001 policies and controls to protect information concerning Telefónica Tech and the End Customer in line with industry best practice.
- ii. train its new starters on the Supplier's Information Security responsibilities and run regular (at least annual) information security awareness sessions for all personnel.
- iii. maintain a risk management program to meet best industry practice to identify, analyse, evaluate, and treat risks.
- iv. report risks at the outset and as they arise that cannot be treated within the Supplier risk tolerance level and could even potentially affect Telefónica Tech and the End Customer and must be reported immediately to infosec@telefonicatech.uk
- v. ensure that there is adequate Backup and Recovery Management, as well as Business Continuity Management, to ensure service quality and continuity.
- vi. use multi-factor authentication and dedicated/personal accounts to be able to validate data access and handling (including segregation of rights).
- vii. ensure that confidential data is encrypted before any transmission.
- viii. run regular (at least annual) external penetration tests on its systems which are accessible from the world wide web.
- ix. run regular (at least annual) internal assessments to validate its protection strategy against common cyber security threats.
- x. have a named individual responsible for ensuring Information Security best practice.
- xi. report security incidents that have the potential to affect Telefónica Tech and the End Customer, and all other incidents that occur, immediately to infosec@telefonicatech.uk

- (b) If Telefónica Tech encounters any security matters of concern that are within the Supplier's control or influence, Telefónica Tech will notify the Supplier of those matters. On notification, the Supplier will promptly make those necessary changes to become compliant with Telefónica Tech's security requirements.
- (c) The Supplier shall ensure that third party organisations engaged by it to deliver Services to Telefónica Tech comply with the requirements of this paragraph (b) of Schedule 2.
- (d) The Supplier must comply with all rules, regulations and policies of Telefónica Tech, the End Customer, and any third-party locations where the Services are to be provided, including security procedures concerning systems, data, remote access, building security procedures, and general health and safety practices and procedures.

SCHEDULE 3 – ANTI-CORRUPTION CERTIFICATE



ACPJ AC Certificate
Non MCT_ENG.pdf

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Telefónica Tech Supplier Terms and Conditions
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Version Date: September 2024