

STANDARD CONDITIONS OF CONTRACT

These Macro Standard Conditions Of Contract (the “**Conditions**”) govern the rights, remedies, and obligations of Macro Group Limited or an entity controlled by Macro Group Limited or subject to common control (in whole or part) with Macro Group Limited (“**Macro**”) and a supplier (the “**Vendor**”) for “**Work**” including services (“**Services**”) and/or provision of items and materials, including consumables, products, hardware, software, furniture, equipment, and merchandise (“**Goods**”) for a term (“**Contract Period**”) as set out in Purchase Orders issued by Macro or any Standard Purchase Contract, agreements, engagements letters, statements of work, or other documents that are entered into by Macro and vendor that refer to or incorporate these terms (each an “**Order**”).

These Conditions incorporate and are amended by any supplemental conditions that apply to the relevant Order and which are listed in on <https://macro123.com/Documents/> from time to time (“**Supplemental Conditions**”). Supplemental Conditions will apply if (i) the Work is delivered a country for which Supplemental Conditions are listed for that country or region on the date of the Purchase Order, or (ii) if indicated in the Order.

These Conditions and the Order form the “**Agreement**”, and are the entire agreement for the Work between Macro and the Vendor (the “**Parties**”), and excludes any non-contractual representations made by the Parties, including negligent statements. The Agreement supersedes and extinguishes any previous agreement or arrangement between the Parties, unless a written contract exists in relation to the same Work and which is signed by both Parties. The Order is deemed to be accepted when Vendor accepts it in writing, or when any act by the Vendor consistent with fulfilling the Order occurs, except Vendor must have a Purchase Order as a condition precedent to acceptance and payment for any Work. Any Work delivered prior to the date of the Purchase Order is deemed to have been performed pursuant to and subject to these Conditions, and any amounts paid are to be treated as having been paid on account of the Prices. Each party agrees that it shall have no remedies in respect of any statement or promise (whether made innocently or negligently) that is 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

Any conditions given or implied with Vendor's quotation or order acknowledgment are unconditionally withdrawn in favour of this Agreement, or any written agreement signed by both the Parties.

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised words in this Agreement have the following meaning:

1.1.1 “**Client**” means the client that has appointed Macro (directly or via a Macro Entity) under the Head Contract, and includes any affiliates of the Client which have any rights under the Head Contract;

1.1.2 “**Commencement Date**” means the start of the Contract Period;

1.1.3 “**Head Contract**” means the agreement between Macro and the Client, to which the Order relates and as may be more fully described in the Order;

1.1.4 “**Insolvency Event**” means any of the following events in relation to a Party: (i) the Party informs the other Party or informs creditors generally or passes a resolution to the effect that it is insolvent or is likely to become insolvent or the Party is deemed to be insolvent under any Laws; (ii) the Party commits an act of bankruptcy, has a bankruptcy petition presented against it or is made or declared bankrupt; (iii) the Party enters, or attempts or proposes to enter a scheme of arrangement or any other form of court sanctioned corporate reconstruction (other than if the Party can demonstrate to the reasonable satisfaction of the other Party that it is to carry out a reconstruction or amalgamation while solvent); (iv) the Party enters or attempts to enter or proposes to enter a compromise or other arrangement with creditors or any class of its creditors; (v) the Party has a liquidator, provisional liquidator, administrator, insolvency officer or any other similar official appointed to it, or has a receiver, receiver and manager or other controller or similar official appointed over its property or part of its property (or notice is given of intention to appoint any such official); (vi) the Party takes any steps to obtain protection or is granted protection from creditors under any Laws; (vii) any charge, mortgage or encumbrance is enforced or exercised against any asset of the Party; (viii) the Party is taken to have failed to comply with a statutory demand or has an application made to a court for its winding up and such application is not withdrawn or dismissed within twelve days; (ix) the Party has a winding up order made against it, is deregistered, dissolved or has any steps taken against it to enforce a judgment of a court or an arbitral award; or (x) the Party has something with substantially similar effect to any of the events specified above occur in any jurisdiction under Laws;

1.1.5 “**Law**” means (i) any law, statute, legislation or secondary legislation, declaration, decree, directive, order, regulation, rule or other binding provision; and (ii) any technical standards applicable to the Work, including in relation to safety, emissions, environmental protection, and hazardous materials; and (iii) UK Bribery Act

STANDARD CONDITIONS OF CONTRACT

2010 and the UK Modern Slavery Act 2015; in each case as may be amended, consolidated or re-enacted from time to time, and which apply to Vendor or provision of the goods or services in the jurisdiction in which they are being carried out, or to the Work. Macro is part of the Macro Group of companies, headquartered in the UK, and therefore the UK Bribery Act 2010, the UK Modern Slavery Act 2015 and the UK Criminal Finances Act 2017 apply to Macro's corporate group activities worldwide, therefore these UK Acts are Law in all Orders, regardless of location of Work or Vendor.

- 1.1.6 "Location" means the premises at which the Work is to be delivered;
- 1.1.7 "Losses" means any costs, losses, liabilities, expenses, charges, deductions or damages, claims or proceedings (including all legal fees and costs of settlement) incurred by or awarded against the relevant Party;
- 1.1.8 "Macro Entity" means Macro Group Limited (Company no 4449811, England) or an entity or undertaking controlled by or subject to common control with Macro Group Limited or Macro Topco Limited (Company no 15112183);
- 1.1.9 "Personnel" means any individual employed or engaged directly or indirectly by Vendor in the performance of its obligations under the Order, whether as employees, workers, independent contractors, temporary labour, consultants, agents, sub-contractors or otherwise;
- 1.1.10 "Policies and Procedures" means all Macro's and Client's policies and procedures that are provided to Vendor, including health, safety, ethics, quality assurance, security, environmental, compliance and operational procedures including helpdesk and Variation Procedure;
- 1.1.11 "Prices" means the charges payable by Macro to Vendor in respect of the Work;
- 1.1.12 "Purchase Order" means a valid purchase order issued by Macro through its electronic system with a unique purchase order number and which is approved via a Macro electronic purchasing system (either Proactis or Oracle unless Macro advise otherwise); and,
- 1.1.13 "Specification" means the specification for the Work plus any requirements that apply to the Order, and which are provided in writing by Macro to the Vendor.
- 1.2 In these Conditions: (i) Headings are for ease of reference only; (ii) Singular and plural words are used interchangeably, masculine and feminine terms are used interchangeably, and a reference to a person or entity includes any form of corporate body or partnership; (iii) "Includes" or "Including" shall be read as if followed by "without limitation"; (iv) Time periods shall be calculated using the Gregorian calendar.
- 1.3 If any provision or part-provision (including sub-provisions numbered as "(i)", "(ii), etc) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. The Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 1.4 Translations of these Conditions and any document comprised in the Agreement are for reference only. Unless Law prohibits or provides otherwise, if there is inconsistency between the English language version and any other translation of these Conditions, the English version prevails.
- 1.5 Any relevant Standard Purchase Contract (excluding any attachments) takes precedence over other documents. Otherwise, the documents comprising this Agreement are mutually explanatory.
- 1.6 This Agreement excludes any legal terms and conditions set out in Vendor's pricing or technical offer. If such documents are attached to the Order, they are incorporated only for the purpose of recording the Prices and amplifying the Specification.

2. THE WORK, AGREEMENT AND VARIATIONS

- 2.1 Vendor will undertake the Work as described in, in the manner and at the times set out in, the Order and this Agreement. All information provided by Vendor in relation to the Order and the Work is complete and accurate, and Vendor will inform Macro of any subsequent changes that occur prior to completion of the Work. Vendor must obtain Macro's written approval before engaging any sub-contractor

STANDARD CONDITIONS OF CONTRACT

of any tier. Any subcontractor must maintain appropriate insurance. Macro may withdraw consent to a sub- contract at any time with no liability to Vendor.

- 2.2 Macro's named representative for the Work, notified to Vendor from time to time in writing ("**Macro's Representative**") has authority to act on behalf of Macro on matters connected with this Agreement. Vendor shall comply with instructions issued in writing by Macro's Representative. If Vendor receives instructions from any other person, Vendor shall notify Macro's Representative and wait for them to confirm. Vendor shall not act on instructions received directly from the Client, nor contact the Client for instructions without consent of Macro. Macro will not pay for completed Work unless it is instructed in accordance with this Agreement. Unless Law prohibits or provides otherwise, the language for communications in relation to the Order (including any correspondence, notices, or records) shall be English.
- 2.3 Vendor will appoint a representative with authority to make binding decisions on behalf of Vendor in relation to the Order. If the representative changes or is unavailable for any reason, Macro may rely upon decisions and communications of Personnel who hold themselves out as having authority to act on behalf of Vendor, until Vendor notifies the replacement representative in writing.
- 2.4 Vendor shall comply with all Laws in performing its obligations under the Order. The Prices include all Vendor's costs associated with compliance with Laws for the duration of the Agreement. Upon request Vendor shall certify to Macro by Vendor's legal attorney or accountant that it has complied with any Laws and this Agreement. The Vendor shall provide such supporting evidence of compliance as Macro may reasonably request.
- 2.5 Vendor will comply with the Policies and Procedures. Vendor will provide reports as set out in the Specification. If the Order relates to a helpdesk request for Work, Vendor must strictly comply with the process and provide reports specified by Macro.
- 2.6 Vendor will comply with the Client's requirements that are obligations of Macro to the Client, if these are communicated to the Vendor, on a back-to-back basis. If relevant extracts of the Head Contract or other Client documents are provided to Vendor at any time before completion of the Work then, to the extent it is relevant to the Work, Vendor will (i) comply with Macro's obligations under the Head Contract to the extent that they relate to the Work or any matter in connection with this Agreement; (ii) comply with any Client policies or procedures that are referred to in the Head Contract; (iii) not do anything that puts Macro in breach of its obligations to Client, nor refrain from doing anything necessary in order for Macro to comply; (iv) if Client requires any clauses to be included in Macro's sub-contracts, Vendor acknowledges that the Order is such a sub-contract and those clauses are deemed incorporated into the Standard Purchase Contract (if any) or this Agreement, and will comply with those clauses as though they had been amended to refer to Vendor as having the relevant obligations owed to Macro (unless the Head Contract requires them to be owed directly to the Client); (v) if Macro is required to notify Client of any matter within a specified time scale, Vendor must notify Macro of that matter immediately upon becoming aware of it, and in any event at least 24 hours before Macro is obliged to notify the Client of it (unless this would precede the Vendor being aware of it); and (vi) not access or use any Client property, equipment, systems or facilities in a way that would put Macro in breach of the Head Contract. In the event of inconsistency between this Agreement and any terms imported by way of this clause, the more onerous of the inconsistent obligations shall apply.
- 2.7 Vendor delivering the Work in accordance with this Agreement is an integral part of Macro's ability to comply with the Head Contract. Vendor indemnifies Macro for any Losses it incurs under the Head Contract to the extent these are caused by Vendor's failure to deliver the Work in accordance with this Agreement.
- 2.8 Macro may instruct Vendor in writing to vary, omit or add to any part of the Work (a "**Variation**"). This Agreement will be adjusted by way of the Variation procedure specified by Macro ("**Variation Procedure**"). The Prices will be adjusted in accordance with the Vendor's rates and/or prices to reflect the Variation and in line with price adjustment entitlements under the Head Contract. A Variation becomes valid and binding when signed by both Parties. No other variation will be accepted, and no adjustment to the Prices will be accepted unless Vendor has followed the required Variation procedure prior to making any adjustments to the Work or to the Prices.
- 2.9 An amendment to the Services, this Agreement or to any documents connected with it is only valid if recorded in writing between the Parties. A Variation or an amendment to the Order, Conditions or Standard Purchase Contract is only valid if signed by both Parties.

STANDARD CONDITIONS OF CONTRACT

2.10 Macro may assign its interest in this Agreement to any person on notice to Vendor. Vendor may not assign its interest in this Agreement unless it has prior written consent of Macro. Upon request by Macro, Vendor will enter into a novation of this Agreement with the Client or their replacement service provider.

3. DOCUMENTS AND INFORMATION

3.1 Vendor and Macro will keep confidential any documents or other information obtained from or in relation to each other, the Client, or the project or Location to which the Order relates, whether obtained from the Order or whilst on Macro's or the Client's premises ("**Information**"). The Vendor and Macro will only disclose Information on a confidential basis to (i) their respective employees who require the Information for the performance of their obligations in relation to the Order, (ii) to their respective legal and insurance advisers, or (iii) (in the case of Macro) to the Client. Vendor shall treat the Order and the Head Contract as private and confidential, and shall not publish any information or publicity material (including on any form of social media) containing any Information without prior written consent of Macro. This obligation shall remain in place for seven years from the completion of the Work. Vendor shall notify Macro within 24 hours of any breach of confidentiality or data security.

3.2 All drawings and relevant data remain the property of Macro and will be returned on completion of the Order. Vendor will retain its copy documents and records connected with the Work until 6 years after the date on which Work was completed or the Order expired or was terminated. In the event of a legal claim against Client or Macro arising (wholly or partly) out of or in connection with the Work, the Vendor will provide such assistance, information and records as is reasonable for Macro to request in relation to defending or negotiating any such claim.

3.3 To the extent it is able to do so in Law, Vendor vests in Macro the full ownership in all Intellectual Property Rights prepared by or on behalf of Vendor in connection with this Agreement, including all amendments and additions made at any time. Otherwise, Vendor grants to Macro an irrevocable, royalty free, non-exclusive licence, which may be freely assigned and sub-licensed, to use and reproduce all Intellectual Property Rights for any purpose. "**Intellectual Property Rights**" means all intellectual property rights (including, without limitation, patents, trademarks, designs, design rights, copyright, inventions, software licences, trade secrets, know-how and confidential information) and all applications for protection of any of the same.

4. RISK AND REMEDIES

4.1 Vendor will remedy defects in the Work at Vendor's cost within the time period specified by Macro or otherwise within a reasonable time. Macro can cancel the Order in full or in part if delivery of Work is not on time or as specified.

4.2 If at any time Vendor becomes aware that a representation or warranty given by it under this Agreement has been breached, is untrue, or is misleading, it shall immediately notify Macro and provide Macro with any information Macro requests. On reasonable notice and at a reasonable time, Macro and its representatives may visit Vendor's offices and facilities to inspect financial records or working practices in order to validate compliance by Vendor with this Agreement and Laws, and to validate invoices.

4.3 During the Contract Period, Vendor shall maintain adequate insurance cover in respect of its obligations under this Agreement. Vendor will provide evidence as Macro may reasonably require that its insurances are in force always during the Contract Period. If Vendor does not produce such evidence, Macro may obtain other relevant insurance to protect its interests and recover the cost from the Vendor.

4.4 Vendor is responsible for loss and damage of Goods or property and materials of Macro or any third party from any cause which occurs during the provision of Work, and shall take all necessary precautions to prevent such damage or loss.

4.5 Vendor indemnifies Macro Entities on written demand against all Losses (including in relation to third party claims against Macro Entities or the Client) in respect of (i) any loss of or damage to any physical property, or death or personal injury of any person; (ii) breaches of obligation in this Agreement or in Law; and, (iii) negligence; in each case to the extent caused by the act, neglect or omission or breach of duty of Vendor (or Personnel), Vendor's sub-contractors or their respective employees and agents.

STANDARD CONDITIONS OF CONTRACT

4.6 This Agreement is for the benefit of and may be enforced by Macro Group Limited or any Macro Entities, if that entity suffers a Loss related to the Work or arising in connection with this Agreement. Vendor will not be liable to a Macro Entity other than Macro for any Loss which it has already paid to Macro, and the limitations in the Agreement will apply to any claim made by any Macro Entity other than Macro under this clause.

5. TERMINATION AND EXPIRY

5.1 The instruction to undertake the Work will expire at the end of the Contract Period. The Contract Period may be extended by the Parties if accepted by Macro in writing and/or by issuing a Purchase Order for the extended period. The terms of the Agreement continue to apply during the extended Contract Period. The Contract Period will automatically end on the date of any termination or expiry of the Head Contract.

5.2 Macro may terminate the Order immediately on notice without liability to Vendor other than for payment of Prices for Work already delivered, if the Vendor (i) fails within 7 days of a written notice to proceed with Work; (ii) fails within 7 days written notice to rectify any defective workmanship and/or materials to Macro's satisfaction; (iii) is the subject of an Insolvency Event, or seems reasonably likely to be subject of an Insolvency Event, based on the information available to Macro; (iv) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having either the intention or ability to comply, including a persistent failure to achieve any requires service levels; (v) is instructed by the Client to leave their premises, or if the Client instructs Macro to remove them from the Head Contract services, (vi) fails to disclose when required any matter which is it required to disclose to Macro and/or, (vii) fails within 7 days of a written notice to comply with any of the obligations in this Agreement (each being "**Termination for Cause**").

5.3 After a Termination for Cause, Vendor shall be liable for and shall indemnify Macro in full in respect of all Losses incurred by Macro by reason of Vendor's default and breaches of duty. Macro may instruct another party to complete the Work, and recover from Vendor as a direct cost.

5.4 Macro may for any reason immediately (i) suspend the Work for a period of up to 3 months, and if Macro does not instruct recommencement of the Work at the end of such 3 month period then either Party may terminate the Order by written notice; or (ii) terminate the Order by written notice, (each being "**Termination Without Cause**"). In any Termination Without Cause, Macro has no liability to Vendor other than for payment of Prices for Work already delivered prior to the termination.

5.5 If this Agreement expires, is terminated, or the Work is completed (i) any express or implied licence to enter upon or occupy any part of the Client's premises will automatically cease; (ii) Vendor is responsible to reassign Personnel to other projects, and Macro is not liable for any redundancy or dismissal related costs relating to Personnel; (iii) Vendor shall use all reasonable endeavours to assign or novate in favour of Macro or their nominee any asset or equipment leases, maintenance agreements and support agreements as are relevant to the delivery of the Work; (iv) Vendor shall effect an orderly handover of the Work to Macro or a replacement vendor; and (v) Vendor will provide all asset registers compiled during the Contract Period in hard copy and soft copy formats as requested.

5.6 Expiry or termination of this Agreement shall not prejudice the rights and remedies of the Parties that existed prior to the termination or expiry.

6. PERSONNEL

6.1 Vendor is responsible for acts and omissions of Personnel, and must make Personnel aware of all Vendor's obligations that are relevant to the Personnel's role. Vendor will at its own cost remove and immediately replace upon request Personnel who engage in inappropriate conduct, or if they do not meet licensing, security or labour requirements under Law, or Client's requirements for the Location, or if they do not perform their role in accordance with this Agreement.

6.2 Vendor is an independent contractor. All Personnel engaged in the discharge of obligations in relation to the Order are employees or contractors of the Vendor or its sub-contractors, and not employees or agents of Macro or the Client. Personnel will not be entitled to any of Macro's employee benefits. Vendor is solely responsible to pay Personnel. Vendor shall withhold and pay all amounts required for any employer or employee tax or contribution, including local, state and federal income tax, and employee insurances, as required by Law.

STANDARD CONDITIONS OF CONTRACT

- 6.3 Vendor indemnifies Macro against all Losses (including in relation to third party claims against Macro Entities or the Client) in respect of claims by Personnel against Macro or Client (to the extent that Macro incurs liability to Client in respect of or in connection with such claims) in relation to payment of salary or other pay, entitlement to holiday or other benefits and entitlements, or claims for harassment or discrimination except where Macro is liable under Law for such harassment or discrimination
- 6.4 Vendor will not solicit directly or indirectly any employees of Macro or Client during the Contract Period or within six months after the expiry or determination of this Agreement.
7. **WORK ON CLIENT PREMISES**
- 7.1 Vendor shall not impede or interfere with the Client's operation of its business at any Location.
- 7.2 Vendor shall co-operate with activities at the Location by any other party appointed by Macro or Client. Vendor may ask Macro to make an exception on the grounds of health and safety. Vendor is responsible for co-ordinating its activities with those of any regulatory authorities, utilities providers and other third parties
- 7.3 Vendor will only engage Personnel who (i) are authorised and screened in compliance with stated procedures in delivering the Services, at Vendor's cost where requested by Macro; (ii) have for the duration of the Services a permit, visa or leave to enter and remain in the country where the Services are to be delivered and to undertake the relevant Services there, which is not subject to any restrictions that could affect Vendor's ability to comply with its obligations.
- 7.4 Vendor will comply with all site-specific requirements, regulations, operation and maintenance manuals or general safety documentation that applies to the Location. Vendor shall inform Macro immediately if any such site-specific requirements conflict with Laws or this Agreement. Vendor will take all reasonable precautions to ensure safe working procedures and conditions for performance of all obligations under the Order. Vendor shall remove its waste / rubbish from the Location, and shall keep the Location clean and tidy.
- 7.5 Vendor will not bring Hazardous Substances onto the Location unless specifically required to do so as part of the Work. Vendor shall not generate, store, use, treat, dispose of or install any Hazardous Substance at any Location. Vendor shall not do anything that could cause the release of Hazardous Substances into or contamination of the environment. "**Hazardous Substances**" means any natural or artificial substance which, alone or in combination with any substance, is intrinsically capable of causing injury to people or other living things, or harm to the environment, including any controlled substance, and toxic or dangerous waste.
8. **CONDITIONS THAT APPLY TO SERVICES**
- 8.1 Vendor warrants that during the Contract Period the Services have been and will be performed with Good Industry Practice, and acknowledges that failure to do so will be likely to put Macro in breach of the Head Contract. "**Good Industry Practice**" means (i) any standard of performance in the Specification, (ii) the skill, care and diligence using Good Industry practices and equipment all as to be expected of a skilled operator experienced in providing services of a similar nature, value, complexity and regional scope as described in this Agreement (including any specific considerations with regard to Laws); (iii) in accordance with Macro's reasonable instructions; (iv) within a reasonable time, if the time for delivery of the Work is not fixed; and, (v) using adequate numbers of appropriately qualified and competent Personnel. Vendor shall not invalidate any warranty, guarantee or licence relating to all or any civil structure, building fabric, machinery, plant and equipment, furniture, fixtures and fittings or software relating to the performance of the Services.
- 8.2 Macro may reject Services at any time which are not to the required standard or are otherwise not in accordance with this Agreement. Without prejudice to any other remedy available to Macro the Vendor will at Macro's option repeat the Services at the Vendor's own expense within a timeframe acceptable to Macro. If Vendor fails to deliver the Services to the agreed standard within the agreed timeframe, Macro may employ other contractors to complete the Services at the Vendor's expense. The exercise of these rights in respect of part of an Order will not automatically invalidate the remainder of the Order.
- 8.3 Vendor shall carry out all Services using its own direct employees, except where Macro has agreed in writing for Vendor to employ a sub-contractor, consultants or agency staff.
- 8.4 Vendor shall maintain good industrial relations with Vendor's Personnel. Vendor agrees not to participate in or encourage any cessation of the Services which may occur as a result of any labour dispute. If Personnel or other employees participate in a work stoppage including picketing, Vendor will provide suitable

STANDARD CONDITIONS OF CONTRACT

alternative employees to deliver the Work, or reimburse any costs incurred by Macro to secure the provision of the Work itself or by a third party.

- 8.5 Vendor shall maintain complete and accurate records to substantiate the invoiced Prices for a period of six (6) years from the date of completion of the Services, and provide the records to Macro promptly upon request. Macro or its delegate (who is not a direct competitor of the Vendor in the market of the Location) may on reasonable notice and during normal business hours visit, inspect, and audit Vendor's facilities, records, and data to verify compliance with this Agreement, and Macro will comply with its confidentiality obligations. Any audit will be at Macro's expense unless the audit reveals an overcharge of five percent (5%) or greater, or a material breach in Vendor's obligations, in which case the costs of such audit will be recovered from Vendor by Macro, and can be withheld from payments of the Prices due or invoiced separately for payment within 30 days of invoice, at Macro's option. All review or audits conducted by Macro's delegate shall be governed by a confidentiality agreement between Vendor and the delegate, which shall be the standard confidentiality agreement of such third party delegate.
- 8.6 Prior to commencing Services, and as a pre-condition to payment of any invoice for the Prices, Vendor must provide to Macro in a form reasonably satisfactory to Macro, insofar as these are required in this Agreement (i) evidence of insurances maintained by Vendor; (ii) Vendor's Fire and Life Safety Plan for the Location; (iii) Vendor's Quality, Health and Safety and Environmental Management Plan ('QHSE') for the Location.

9. GOODS

- 9.1 Goods shall be as specified in the Order, and shall be (i) of satisfactory quality and fit for any purpose held out by Vendor or made known by Macro to Vendor; (ii) free from defects in design, materials and workmanship and remain so for 12 months after delivery.
- 9.2 Vendor retains the risk in Goods until delivery and acceptance in writing at the specified delivery location. If Goods are lost or damaged while in transit, Vendor will replace the Goods free of charge and reimburse Macro for any costs incurred as a result of late delivery.
- 9.3 Title in Goods passes to Macro upon delivery. Vendor warrants that it has full legal ownership of the Goods immediately prior to delivery, and indemnifies Macro and Macro Entities for any Losses arising from claims from any third party in connection with the ownership of or title to Goods.
- 9.4 Macro has the right to reject at any time Goods which are not to the required standard or are otherwise not delivered strictly in accordance with the Order. Without affecting any other remedy available to Macro, Vendor will at Macro's option re-deliver the Goods at the Vendor's own expense within a timeframe acceptable to Macro.

10. PROJECTS

- 10.1 Macro may instruct Projects from time to time, a "Project" being a discrete unit of non-recurring work which Macro may instruct Vendor to carry out under an Order, and which is not included in the Prices for the Work at the Commencement Date. A Project may comprise Services and/or Goods, and is part of the Work. In the case of an inconsistency, the Project Order shall take precedence over the other parts of the Agreement insofar as it relates to the Project (but not including any Vendor standard terms which are attached to their price quotation). The Price for the Project is fixed as stated in the Project Order.
- 10.2 Macro may cancel an Order for a Project at any time by giving written notice to Vendor. On the cancellation of a Project Order, Macro shall (acting reasonably) certify the payment due to Vendor in relation to the Project carried out pursuant to and in accordance with the Order and this Agreement up to and including the day of cancellation, taking into account all previous payments made in respect of that Order and all information provided by Macro.
- 10.3 Vendor will comply strictly with any completion date or deliverables or milestone specified in the Agreement. Vendor shall notify Macro of the date upon which, in its opinion, the Project has been completed and attend an inspection by Macro. Macro shall within a reasonable time of receipt of such notification, and allowing for completion of any obligations in the Head Contract, confirm the completion date of the Project. If the completion of the Project is likely to be delayed for any reason, Vendor must give notice to Macro of the adjusted completion date and the reasons.
- 10.4 Unless expressly stated otherwise, Vendor shall insure the works comprised in any Project against loss or damage before completion.

STANDARD CONDITIONS OF CONTRACT

- 10.5 Any defect, error or other fault which appears or is identified within 12 months of the date of completion of the Project shall be made good by Vendor at no cost to Macro.
11. **PRICE AND PAYMENT**
- 11.1 The Price for the Work shall be as stated in the Order, which may include a “**Pricing Framework**”. The terms of the Order and Pricing Framework take priority over these Conditions in relation to prices and payment. Prices in a Pricing Framework are fixed for the Contract Period unless explicitly stated otherwise. Any adjustments must be agreed in accordance with the Variation Procedure. Prices are in the local currency of the Location, and exclude VAT or equivalent tax (such as GST/HST) (“**VAT**”). Payments will be net of any withholding tax under Law. Prices include every cost and expense of Vendor directly or indirectly incurred in delivering the Work, including all costs of insurance, travel and carriage of Goods (and Vendor is responsible for checking that it has the information needed regarding the delivery location, access, local conditions, site procedures and facilities and any other matter, before accepting into the Order). Prices must be established on an open book basis, including all costs actually incurred by Vendor in providing the Work.
- 11.2 Any Work delivered by Vendor before the date of the Order is deemed performed under this Agreement, and amounts paid by Macro before the date of the Order are treated as paid on account of the Price.
- 11.3 Invoices may be submitted when all the Work is completed. If interim payments are allowed in the Pricing Framework, these may be invoiced after Vendor certifies the value of the Work completed in that payment period. Vendor shall invoice monthly in arrears in a single consolidated invoice. The invoice must be issued by Vendor on or before the “**Invoice Date**”, being the last business day before the 25th day of the month. After the Invoice Date, any sums invoiced will be dealt with as part of the subsequent payment cycle. Each invoice shall state the Order number, Macro entity, Vendor’s VAT information, a breakdown of Work performed, and any other validation information requested.
- 11.4 Macro has no payment obligation for: (i) Work for which no Purchase Order has been issued by Macro; (ii) invoices that do not comply with this Agreement; (iii) Work that is different to that described in the Order or does not comply with this Agreement, (v) sums exceeding the agreed Prices, (v) amounts for which the relevant Work was undertaken six months or more prior to the date on which the invoice is submitted. Payment by Macro does not imply acceptance of the relevant Work, or approval of the valuation, and does not remove any warranties, obligations or liabilities of Vendor under this Agreement. Macro may seek adjustment of the value of Work invoiced and paid, that is not in accordance with this Agreement or for which Macro did not have an obligation to pay.
- 11.5 The “**Due Date**” for payment is the later of (i) date when Macro receives an invoice which complies with this Agreement or, (ii) if Vendor has invoiced early, the Invoice Date. The final date for payment shall be forty-five (45) days after the Due Date. Macro may withhold payment of any genuinely disputed part of an invoice. Macro may withhold amounts for which it has no payment obligation or to set off amounts owing to it by Vendor under any contract between Macro and Vendor.
- 11.6 Within 20 business days of the end of the Contract Period, Vendor shall send to Macro’s Representative a final valuation confirming the balance of Prices due, subject to any known outstanding contractual entitlements of the Parties or amounts subject to a genuine dispute. Vendor may not seek any payment for other amounts in relation to the Work after it has submitted the final invoice. Macro may request clarification on any items in the final valuation. When the final valuation is agreed, a final invoice shall be issued by Vendor. The Vendor waives its right to payment of any sums other than those stated in the final valuation. If the Vendor does not issue a final valuation in time, Macro may write the final valuation and this will be deemed accepted by Vendor on the later of (i) 21 business days after the end of the Contract Period and (ii) the issue by Macro of its final valuation.
12. **DATA PROTECTION**
- 12.1 In this clause, these terms shall have the following meanings:
- 12.1.1 “**Data Protection Laws**” means any Laws applicable to the personal data processed under this Agreement in any country.
- 12.1.2 “**EEA**” means European Economic Area.
- 12.1.3 “**EU Data Protection Laws**” means any Laws in EU member states relating to the processing of personal data and the privacy of electronic communications, including, the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”).

STANDARD CONDITIONS OF CONTRACT

- 12.1.4 **“Restricted Transfer”** means a transfer of personal data which would be prohibited by Data Protection Laws in the absence of Standard Contractual Clauses. Transfers of personal data from the EEA to the UK, following any exit by the UK from the European Union, shall be Restricted Transfers while and to the extent that such transfers would be prohibited by Data Protection Laws in the absence of Standard Contractual Clauses. A transfer of personal data is not a Restricted Transfer if it is (i) of a type authorised by Data Protection Laws in the exporting country (for example a transfer from within the EEA to a country which is approved by the European Commission as ensuring an adequate level of protection), or (ii) permitted where there is another safeguard in place (such as binding corporate rules or EU-US privacy shield); or (iii) within a permitted derogation.
- 12.1.5 **“Standard Contractual Clauses”** means the contractual clauses for the transfer of personal data to processors or controllers in third countries, approved by the European Commission from time to time.
- 12.1.6 The terms controller, processor, personal data, personal data breach, processing and data subject shall have the meaning as set out in the Data Protection Laws, and process and processed should be construed accordingly.
- 12.2 Each party shall comply with the Data Protection Laws in respect of their processing of personal data under this Agreement, whether as a controller or a processor.
- 12.3 To the extent reasonably required by Macro, Vendor shall assist Macro in fulfilling its obligations under the Data Protection Laws, which may include giving fair processing notices to, or obtaining consent from individuals on behalf of, Macro. Notices or consents shall be in a form specified by Macro, and in compliance with requirements of the Data Protection Laws.
- 12.4 To the extent that one party is a processor or a sub-processor for the other party under this Agreement, the Data Processing Addendum which is listed on <https://macro123.com/Documents/> from time to time (**“Data Processing Addendum”** or **“DPA”**) shall apply and is incorporated into this Agreement.
- 12.5 To the extent that any transfer of personal data from Macro to the Vendor is a Restricted Transfer, the relevant Standard Contractual Clauses, which are listed <https://macro123.com/Documents/> time to time, whether for controller to controller transfers or for controller to processor transfers, as the case may be (**“Macro Standard Contractual Clauses”**) shall apply and are incorporated into this Agreement. Where applicable, in respect of the Section II, paragraph h of the controller to controller Macro Standard Contractual Clauses, the data importer as defined in the controller to controller Standard Contractual Clauses (**“Data Importer”**) shall be deemed to elect sub-paragraph III and that sub-paragraph III shall be deemed initialled by the Data Importer.
- 12.6 Without prejudice to clause 12.7, in respect of any Restricted Transfer by Vendor in respect of personal data processed pursuant to this Agreement, Vendor shall not transfer the personal data outside the EEA or to an international organisation without:
- 12.6.1 obtaining the prior written permission of Macro;
- 12.6.2 ensuring that, where required, appropriate safeguards are in place for the personal data as may be required under the EU Data Protection Laws;
- 12.6.3 notifying Macro of the protections and adequate safeguards put in place in clause 12.6.2 above; and
- 12.6.4 documenting and evidencing the protections and adequate safeguards in clause 12.6.2 above and allowing Macro access to any relevant documents and evidence.
- 12.7 At Macro’s discretion in order to ensure that there are adequate safeguards in place as required by EU Data Protection Laws:
- 12.7.1 Vendor shall enter into Standard Contractual Clauses with Macro or with any third party that Macro may require in relation to such transfer; and/ or
- 12.7.2 Macro shall enter into Standard Contractual Clauses on behalf of the Vendor with any third party, which may include the Client, as may be required to ensure that there are adequate protections in place in respect of such transfer and Vendor hereby authorises Macro to do so.

STANDARD CONDITIONS OF CONTRACT

- 12.8 The subject matter and duration of the processing, nature and purpose of the processing, type of personal data and categories of data subjects relating to the processing activities undertaken by one party as a processor or a sub-processor for another are set out in the Agreement as may be further described in the Standard Purchase Contract (if any). Unless otherwise agreed between the Parties, (i) the nature and purpose of the processing by the Processing Party is for the purpose of providing the Services as described under this Agreement, (ii) The type of personal data processed by the Processing Party includes name, contact information, job role, personal opinions, any information disclosed pursuant to logging a call with fm24 or any other helpdesk, information relevant to Client security vetting procedures and, where the Services include security, gateway entry data and CCTV and other security records (iii) the categories of data subject are Vendor employees, Macro employees, Client employees, callers to fm24 or any other helpdesk, and where services include security or reception, members of public and visitors to the site.
- 12.9 The Vendor shall be responsible for, and bear the risk of, compliance with any change in any Data Protection Laws affecting this Agreement ("**Data Protection Change**") and shall seek to implement all necessary changes required to this Agreement to address a Data Protection Change. In respect of any Data Protection Change, the Vendor shall consult with Macro (and, where applicable, the Client, at its request), in relation to the interpretation and implementation of any change introduced as a result of any Data Protection Change. For the avoidance of doubt, neither party shall be liable to the other party for any advice or opinion it may share with the other in relation to a Data Protection Change, or any interpretation thereof.
13. **ANTI-BRIBERY/CORRUPTION AND ANTI-SLAVERY**
- 13.1 Macro is part of the Macro Group of companies, headquartered in the UK, and therefore the UK Bribery Act 2010, the UK Modern Slavery Act 2015 apply to Macro's corporate group activities worldwide, therefore these UK Acts are Law in all Orders, regardless of location of Work or Vendor.
- 13.2 The Vendor shall:
- 13.2.1 comply with all Laws relating to anti-bribery, anti-corruption, anti-slavery, human trafficking laws and illegal worker statutes, regulations and codes from time to time in force including but not limited to those equivalent to the UK Bribery Act 2010, the UK Modern Slavery Act 2015 and UK Immigration Act 2016 (the "**Relevant Requirements**");
- 13.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1, 2 or 4 of the Modern Slavery Act 2015 or the Immigration Act 2016 if such activity, practice or conduct had been carried out in the UK
- 13.2.3 comply with Macro's Policies and Procedures relating to ethics, anti-bribery and anti-corruption policies, including without limitation Macro's Modern Slavery & Human Trafficking Policy Statement, each as Macro may update them from time to time (the "**Relevant Policies**");
- 13.2.4 submit to Macro where required by the Modern Slavery Act 2015 a copy of its statement;
- 13.2.5 have and shall maintain in place throughout the Contract Period its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with these provisions, and will enforce them where appropriate;
- 13.2.6 implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain;
- 13.2.7 keep records of all training offered and completed by its officers, employees, agents, subcontractors and others members of their supply chain in relation to the Relevant Requirements and make these records available when required by Macro;
- 13.2.8 implement annual audits of its compliance and its direct subcontractors' and suppliers' compliance with Macro's Modern Slavery & Human Trafficking Policy, either directly or through a third party auditor;
- 13.2.9 promptly report to Macro any request or demand for any undue financial or other advantage of any kind received by the Vendor in connection with the performance of the Order or any other order with Macro;
- 13.2.10 immediately notify Macro (in writing) if a foreign public official becomes an officer or employee of the Vendor or acquires a direct or indirect interest in the Vendor (and the Vendor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

STANDARD CONDITIONS OF CONTRACT

- 13.3 The Vendor shall ensure that any person associated with the Vendor who is performing works or services or providing goods in connection with the Order 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 Vendor in these Anti-Bribery/Corruption and Anti-Slavery provisions (the "**Relevant Terms**"). The Vendor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Macro for any breach by such persons of any of the Relevant Terms.
- 13.4 For the purpose of these Anti-Bribery/Corruption and Anti-Slavery provisions, the meaning of "adequate procedures" and "foreign public official", and whether a person is associated with another person, shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 13.5 The Vendor shall notify Macro as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Order or any other order with Macro. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Vendor's obligations.
- 13.6 The Vendor shall indemnify Macro against any Losses of Macro as a result of any breach by the Vendor of these Anti-Bribery/Corruption and Anti-Slavery provisions or any of them.

14. ANTI-FACILITATION OF TAX EVASION AND FRAUD

- 14.1 Macro is part of the Macro Group of companies, headquartered in the UK, and therefore the UK Criminal Finances Act 2017 applies to Macro's corporate group activities worldwide, and this UK Act is Law in all Orders, regardless of location of Work or Vendor. In these "*Anti-Facilitation Of Tax Evasion and Fraud*" clauses, the meaning of "reasonable" prevention procedure shall be determined in accordance with any guidance issued under section 47 of the UK Criminal Finances Act 2017, and a person "associated" with Vendor includes any subcontractor of Vendor.
- 14.2 Vendor and associated persons shall not engage in any activity, practice or conduct which would constitute either (i) a UK tax evasion facilitation offence under section 45(1) of the UK Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the UK Criminal Finances Act 2017.
- 14.3 Vendor shall (i) maintain throughout Contract Period such policies and procedures as are reasonable to prevent facilitation of tax evasion by another person (including Personnel) under any Law; and, (ii) promptly report to Macro any request or demand from a third party to facilitate the evasion of tax in connection with the performance of the Order.
- 14.4 Vendor associated persons may only perform Work on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Sub-Contractor in these "*Anti Facilitation of Tax Evasion*" clauses ("**Relevant Terms**").
- 14.5 Vendor shall take all reasonable steps in accordance with Good Industry Practice to prevent any fraudulent activity by Personnel (including its shareholders, members, directors) and/or suppliers, in connection with the receipt of monies from Macro. Vendor shall notify Macro immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

15. NOTICES, GOVERNING LAW AND ENFORCEMENT

- 15.1 Any notice to be issued shall be in writing and shall be effective upon: (i) personal delivery; (ii) the third business day after posting by registered or recorded delivery from the country in which the notice will be received; (iii) the third business day after sending by a recognised international courier; or, (iv) the first business day after sending by email unless otherwise agreed without any automated response to the effect that the email has not reached its intended recipient. A notice sent in circumstances where the recipient is subject to an Insolvency Event is deemed delivered where proof of an attempt at delivery in accordance with sub-provisions (i)-(iii) above can be shown.
- 15.1.1 Notices to Macro must be sent to the Macro Representative. Notices to Macro of breach, termination or an indemnified claim must be simultaneously copied to either The Company Secretary, Macro, 46 New Broad Street, London, EC2M 1JH, UK or CoSec@macro-group.com, stating the name of Macro, the Client and the Location.

STANDARD CONDITIONS OF CONTRACT

- 15.1.2 Notices to Vendor must be sent to the Vendor's representative or, if no single representative has been clearly nominated, to the person Macro deems appropriate, acting reasonably. If an address for notices is specified in the Order, then notices to Vendor of breach, termination or an indemnified claim must also be sent to an address specified in the Order.
- 15.2 Unless stated otherwise in the Order, the interpretation and application of this Agreement is governed by the law of the Macro hub relevant to the Location in accordance with the provisions below:
- In the UK, Europe and Russia, and in any jurisdiction not falling within the categories listed below, the laws of England & Wales apply, and the English courts shall have exclusive jurisdiction in the event of any dispute arising in connection with this Agreement, except in relation to enforcement;
 - In the Middle East, Pakistan and North Africa, the laws of the Emirate of Dubai apply and remain subject to the Federal Laws of the United Arab Emirates, if the latter take precedence, and any dispute arising in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by a single arbitrator in Dubai under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The language for proceedings shall be English;
 - In the United States of America, Canada, Central America, South America, the laws of the State of Georgia USA apply, without regard to any applicable conflict of laws principles, and the courts of Atlanta shall have exclusive jurisdiction in any dispute arising in connection with this Agreement, except in relation to enforcement;
 - In Asia Pacific, the laws of Singapore apply, and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by a single arbitrator in Singapore under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The language for proceedings shall be English.
- 15.3 The parties confirm that, unless expressly stated in this Agreement, they do not intend to confer on any third party any right under Law to enforce any term of this Agreement. This Agreement binds and benefits the lawful successors of each Party.
- 15.4 Vendor shall not be entitled to pursue any rights or any remedies otherwise available to it under this Agreement, to the extent that Macro is able to reasonably demonstrate that its ability to act or to recover monies is limited or remains beyond the reasonable control of Macro by operation of the Head Contract.
- 15.5 Vendor's sole right of recourse under this Agreement is against Macro. Vendor shall not pursue any claim or demand against any Macro Entity other than Macro, or against the Client, arising out of or in connection with the Services or this Agreement.
- 15.6 If Macro delays or does not enforce any of its rights, this does not affect Macro's ability to enforce such rights or any of its other rights at any time in the future. No waiver shall be effective unless in writing and signed by Macro. The signing of time sheets, delivery notes or other documents by a Macro representative shall not imply Vendor's compliance with this Agreement.
- 15.7 Except where prohibited or otherwise provided under Law, any document that is a part of or is related to this Agreement may be agreed through the use of an electronic signature. Any document accepted, executed or agreed to in conformity with Laws will be binding on each party as if it were physically executed.
- 15.8 Nothing in this Agreement or the Order constitutes an agency or partnership relationship between the Parties or with any other person including the Client.
- 15.9 Vendor warrants that it is a body corporate which validly exists, with the power to enter into this Agreement and undertake the Work, and that it has and will keep in force any permits, licences or certificates required to do so. The Prices include all Vendor's costs associated with entering into this Agreement and delivering the Work.
- 15.10 If the Vendor's obligations under this Agreement are or could be considered to be in conflict with any of its other business interests, Vendor will immediately disclose the conflict to Macro and take any appropriate action requested. Vendor warrants that it shall never under any circumstances approach any Client employee involved in the Head Contract, or in activities reasonably ancillary thereto, with a view to offering employment or direct business opportunities.