

Supplier Terms and Conditions

These Supplier Terms and Conditions ("**Conditions**") apply to and govern the purchase of goods, services and software by any member of the Fifty5Blue group of companies (each, a "**Fifty5Blue Entity**") from the supplier identified in the applicable PO. By accepting a PO that references these Conditions (whether by signature, written acknowledgement, commencement of performance or delivery of goods), the Supplier agrees to be bound by these Conditions. These Conditions may be updated by Fifty5Blue from time to time, provided that the version in effect as at the date of the relevant PO shall govern that PO.

1. Definitions

In this Contract:

"Affiliate" means in relation to a Party, an entity which directly or indirectly Controls, is Controlled by, or is under common Control with that Party.

"Best Industry Practice" means the degree of skill, care and diligence reasonably expected from a skilled and experienced provider of the same or similar goods or services.

"Business Integrity Laws" means Laws relating to bribery or corruption, tax evasion or the facilitation thereof, modern slavery, and applicable trade or economic sanctions.

"Confidential Information" means any information (whether disclosed orally, in writing or electronically, and whether or not marked confidential) disclosed to or obtained by a Party as a result of this Contract relating to the other Party's business affairs, methods, finances, or any information that would appear to a reasonable person to be confidential. Customer Materials are the Confidential Information of the Customer.

"Contract" means the contract between the Customer and the Supplier comprising these Conditions and the PO.

"Control" means possession, direct or indirect, of the power to direct management or policies of an entity, whether through ownership of more than 50% of voting securities or by contract.

"Customer" means the Fifty5Blue entity specified in the PO.

"Customer Materials" means data (including personal data), documents, specifications, software and other materials provided or made available to the Supplier by or on behalf of the Customer or its clients.

"Deliverables" means work product and other materials resulting from the Services, including Software Service outputs.

"Delivery" means complete unloading of Goods at the delivery address specified in the PO.

"Fees" means the fees or prices specified in the PO.

"Force Majeure" means an occurrence beyond the control and without the fault of the affected Party which that Party is unable to prevent by reasonable diligence. For the Supplier, Force Majeure excludes any act or omission of a subcontractor except to the extent caused by Force Majeure.

"Goods" means the hardware, equipment or other tangible products specified in the PO.

"Insolvency Event" means the relevant Party is unable to pay its debts as they become due, or enters into administration, receivership, winding up, arrangement with creditors or any equivalent process in any jurisdiction.

"IPRs" means all intellectual property rights (and applications therefor) worldwide, whether registered or unregistered, including patents, trademarks, copyrights (including in software and databases), design rights, and rights in know-how and trade secrets.

"Laws" means applicable laws, statutes, regulations, and binding codes of practice in force from time to time.

"Losses" means losses, claims, liabilities, costs and expenses (including legal fees and disbursements).

"Party" means the Customer or the Supplier, and **"Parties"** means both of them.

"PO" means the purchase order, statement of work or other ordering document issued by or entered into with the Customer that incorporates these Conditions by reference.

"Policies and Requirements" means the Code of Business Conduct for Suppliers, available at www.fifty5blue.com/wp-content/uploads/2026/02/Fifty5Blue-Supplier-Code-of-Conduct-English-GB-Final.pdf, and the Information Security Requirements available at www.fifty5blue.com/data-protection/fifty5blue-security-measures.

"Services" means the services specified in the PO, including professional services or Software Services.

"Software Service" means any SaaS, cloud-hosted or web-based software service specified in the PO.

"Supplier" means the supplier specified in the PO.

"Supplier Personnel" means the Supplier's subcontractors and their respective directors, officers, employees, workers, agents and other personnel.

2. The Contract

2.1 These Conditions govern the Contract to the exclusion of all other terms and supersede all previous agreements. Any additional terms provided (including shrink-wrap or click-wrap terms) shall be invalid unless specifically agreed in writing by the Customer. In the event of conflict, these Conditions shall take priority unless the PO expressly states otherwise.

2.2 Each Party acknowledges that it does not rely on any statement, representation or warranty other than as expressly set out in this Contract.

2.3 Each PO that incorporates these Conditions constitutes a separate and independent contract between the Customer identified in that PO and the Supplier. No Fifty5Blue Entity shall be deemed a guarantor for, or be liable for, the obligations of any other Fifty5Blue Entity under any other PO.

3. Supply of Goods and Services

3.1 The Supplier shall supply the Goods and perform the Services in accordance with Best Industry Practice, the Customer's reasonable instructions and this Contract and shall ensure that Supplier Personnel are suitably qualified and trained.

3.2 The Supplier shall: (a) deliver the Goods to the delivery address specified in the PO on or before the delivery date (time being of the essence); (b) ensure all shipments reference the applicable PO number; and (c) comply, and procure that Supplier Personnel comply, with the Policies and Requirements.

4. Risk and Title

4.1 Risk in Goods shall pass to the Customer on Delivery. Title shall pass to the Customer on Delivery or, if sooner, on payment of the applicable Fees. The Supplier warrants that it sells and delivers the Goods free and clear of all liens, charges, encumbrances and adverse claims of any kind and has full right and authority to transfer unencumbered title to the Customer. The passing of risk or title, and any payment made by the Customer, shall not constitute acceptance of the Goods and shall not affect the Customer's right to inspect, reject or return the Goods or exercise any other remedy under this Contract.

4.2 Until title in Goods passes to the Customer, the Supplier shall insure the Goods at the Supplier's cost for their full replacement value against all risks.

5. Cancellation

5.1 The Customer may cancel this Contract in whole or in part at any time: (a) in relation to Goods, by written notice to the Supplier at any time before Delivery, without liability to the Supplier; and (b) in relation to Services (including any Software Service), on not less than 30 days' prior written notice to the Supplier.

5.2 If the Customer cancels Services under Clause 5.1(b), the Customer shall pay pro-rata for Services properly performed in accordance with this Contract up to the effective date of cancellation, and the Supplier shall promptly refund (within 30 days) any Fees paid in advance that relate to the period after the effective date of cancellation. If the Customer cancels Goods under Clause 5.1(a), the Supplier shall immediately cease all related work in progress.

6. Supplier's Warranties

The Supplier warrants, represents and undertakes that: (a) it has full right, title and authority to sell the Goods and provide the Services; (b) the Goods will be brand new, unused, of satisfactory quality, fit for purpose, free from defects, and conform to the Contract and applicable specifications; (c) the Services and Deliverables will be performed with the skill and care of a competent professional and will conform with this Contract; (d) where a Software Service is provided, it shall conform to the PO and applicable specifications, shall not contain any virus or malicious code, and shall be

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maintained with commercially reasonable security measures; (e) the Goods, Services, Deliverables and all materials furnished to the Customer shall not infringe any third party's IPRs; and (f) it is and will remain in compliance with all Laws.

7. Customer's Remedies

If the Goods or Services do not conform with this Contract (including the PO, any applicable specifications, and the warranties in Clause 6), whether or not the Customer has accepted them, the Customer may, by written notice to the Supplier: (a) reject the relevant Goods or Services, in which case the Supplier shall refund the Fees and all other sums paid for the rejected Goods or Services within 5 business days, risk in the rejected Goods shall revert to the Supplier from the date of notice, and the Customer shall make the rejected Goods available for collection at the Supplier's cost (with the Supplier indemnifying the Customer against reasonable storage costs pending collection); or (b) require the Supplier to repair or replace the Goods, or re-perform the Services, at the Supplier's cost so that they conform with this Contract within 10 business days of the Customer's notice. If the Customer procures substitute goods or services following rejection, the Supplier shall indemnify the Customer against any excess cost over the Fees that would have been payable under this Contract.

8. Payment and Invoicing

8.1 Fees for Goods include all charges for packaging, insurance, carriage and delivery. If the Supplier is a re-seller, it shall pass on any manufacturer discount without mark-up. Fees are exclusive of applicable taxes, which shall be invoiced at the prevailing rate. Where the Customer is required by law to make any withholding or deduction for or on account of tax from any payment due under this Contract, the Customer shall deduct and remit the required amount to the relevant tax authority and payment of the net sum (after such deduction) shall constitute payment in full of the amount due. The Supplier shall not be entitled to any gross-up, additional payment or increase in Fees to compensate for such withholding or deduction.

8.2 The Supplier shall submit invoices through the invoicing portal instructed by the Customer, specifying the correct PO number in detail.

8.3 The Customer shall pay any invoice on its next payment run following a date that is 60 days after the end of the month in which a valid invoice is received.

8.4 The Customer may: (a) withhold payment for disputed items (without such withholding constituting default or entitling the Supplier to suspend performance); (b) set off any amount owing to it by the Supplier; and (c) make deductions or withholdings required by law.

9. Confidentiality

9.1 Each Party shall keep strictly confidential and shall not disclose to any person all Confidential Information of the other Party, except to its employees, individual contractors and professional advisors who have a need to know for the purpose of performing or receiving the benefit of this Contract and who are bound by obligations of confidentiality no less protective than those in this Clause 9. Each Party shall use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. The obligations in this Clause 9 shall not apply to information that: (a) was already known to the receiving Party free of any obligation of confidentiality at the time of disclosure; (b) is or becomes publicly available through no wrongful act or omission of the receiving Party; (c) is rightfully received from a third party without restriction and without breach of this Contract; (d) is approved for release by the disclosing Party's prior written authorisation; or (e) is developed independently by the receiving Party without reference to the disclosing Party's Confidential Information.

9.2 The obligations in this Clause 9 shall survive for a period of 5 years from the date of expiry or termination of this Contract, except in the case of trade secret information, in which event such obligations shall survive in perpetuity.

10. Intellectual Property Rights

10.1 All IPRs developed or created by the Supplier or Supplier Personnel in the course of performing this Contract, and all IPRs in the Deliverables, shall vest in and belong to the Customer. The Supplier hereby irrevocably assigns to the Customer (as a present assignment of future rights) all such IPRs with full title guarantee on and with effect from their creation, and shall, and shall cause Supplier Personnel to, execute all documents and do all things necessary to perfect this assignment and waive unconditionally and irrevocably, to the extent permitted by applicable law, all moral rights in respect of the Deliverables.

10.2 The Supplier and its licensors shall remain the owners of all IPRs in materials owned or developed by the Supplier prior to or independently of this Contract ("**Supplier Materials**"). The Supplier grants the Customer a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable licence to use, copy, modify, distribute and exploit the Supplier Materials solely to the extent incorporated in or necessary for the full use of any Deliverable or the benefit of any Services.

10.3 Where the PO specifies a Software Service, the Supplier grants the Customer a non-exclusive, worldwide licence during the PO term to access and use the Software Service, and permit the Customer's personnel, Affiliates and authorised contractors to do the same. The Customer retains all right, title and interest in any data uploaded to, generated by or derived from the Software Service.

10.4 The Supplier shall not use any artificial intelligence, machine learning or automated decision-making technology ("**AI**") in the performance of this Contract or in any Deliverable, Software Service or Supplier Material without the Customer's prior written consent. Where consent is given: (a) the Supplier remains fully responsible and liable for all AI-assisted outputs as if produced without AI; and (b) no Customer Materials or Confidential Information shall be used to train or improve any AI model without separate prior written consent; and (c) all IPRs in AI-generated or AI-assisted output shall vest in the Customer in accordance with Clause 10.1.

11. Data Protection

11.1 To the extent the Supplier processes personal data on behalf of the Customer as a processor (as defined under applicable data protection Laws), the data processing agreement at www.fifty5blue.com/data-protection/data-processing-agreement shall apply.

11.2 To the extent the Parties process personal data as independent controllers (as defined under applicable data protection Laws), the data sharing agreement at www.fifty5blue.com/data-protection/data-sharing-agreement shall apply.

12. Indemnities

12.1 The Supplier shall defend, indemnify and hold harmless the Customer, Customer Affiliates and their respective directors, officers, employees, workers, agents and individual contractors ("**Customer Indemnitees**") from and against all Losses that any Customer Indemnitee suffers or incurs as a result of or in connection with: (a) death or personal injury to any person, or loss of or damage to tangible property, caused by any act or omission of the Supplier or Supplier Personnel; (b) any claim that the Goods, Services, Deliverables, Supplier Materials or any other materials furnished by or on behalf of the Supplier, and Customer's or any Customer Indemnitee's use thereof in accordance with this Contract, infringe or misappropriate any IPRs of any third party; (c) any breach by the Supplier of Clause 9 (Confidentiality), Clause 10 (Intellectual Property Rights), Clause 11 (Data Protection), Clause 14 (Business Integrity Laws) or the Policies and Requirements; and (d) any fraud, wilful misconduct or negligence of the Supplier or Supplier Personnel in connection with this Contract.

12.2 The Customer shall have the right, at the Supplier's cost and using the Customer's own counsel, to participate in the defence of any claim covered by this Clause 12. If the Supplier fails to actively and diligently defend any such claim, the Customer may assume control of the defence and settlement in the manner it deems appropriate, and the Supplier shall reimburse all associated Losses. The Supplier shall not settle or compromise any such claim in a manner that imposes any obligation on, or requires any admission by, any Customer Indemnitee without the Customer's prior written consent.

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13. Liability

13.1 Nothing in this Contract excludes or limits: (a) liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded by law; or (b) the Supplier's liability under Clauses 9, 10, 11, 12, 14 or for gross negligence or wilful default.

13.2 Subject to Clause 13.1, neither Party shall be liable for indirect, economic or consequential loss, loss of reputation, or loss of goodwill.

13.3 Subject to Clause 13.1, the Customer's total aggregate liability shall not exceed the greater of: (a) total Fees paid or payable in the 12 months preceding the event giving rise to liability; or (b) \$100,000.

13.4 Subject to Clause 13.1, the Supplier's total aggregate liability shall not exceed the greater of: (a) 300% of total Fees paid or payable under this Contract; or (b) \$500,000.

14. Business Integrity Laws

The Supplier shall comply, and shall procure that Supplier Personnel comply, with all applicable Business Integrity Laws and all requirements relating to Business Integrity Laws in the Policies and Requirements, and shall not do or omit to do anything which would constitute an offence under any Business Integrity Laws or that would place the Customer in breach thereof. The Supplier shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with applicable Business Integrity Laws, shall disclose such policies to the Customer and allow the Customer to audit compliance upon reasonable request, and shall report any breach or suspected breach to the Customer immediately in writing. The Supplier shall not deal directly or indirectly with any person or entity that is listed as a designated or restricted party under applicable sanctions Laws or that is owned or controlled by such a party. The Supplier warrants, represents and undertakes that neither the Supplier nor any Supplier Personnel has been convicted of, nor entered into any settlement with an enforcement agency for, any offence under applicable Business Integrity Laws, nor is the subject of any pending or threatened investigation, inquiry or enforcement proceedings in connection therewith.

15. Termination

15.1 The Customer may terminate this Contract by written notice to the Supplier with immediate effect: (a) if the Supplier is in material breach of this Contract and the breach is irremediable, or the Supplier fails to remedy the breach within 30 days after receipt of written notice requiring remedy; (b) if the Supplier suffers an Insolvency Event; (c) if there is a change of Control of the Supplier; (d) if the Supplier breaches any of Clause 9 (Confidentiality), 10 (Intellectual Property Rights), 11 (Data Protection) or 14 (Business Integrity Laws), or fails to comply with the Policies and Requirements; (e) if the Supplier's financial position deteriorates to such an extent that, in the Customer's reasonable opinion, the Supplier's ability to perform its obligations under this Contract has been placed in jeopardy; or (f) for convenience, upon not less than 60 days' prior written notice.

15.2 The Supplier may terminate this Contract with immediate effect by written notice to the Customer if: (a) the Customer suffers an Insolvency Event, provided such termination is permitted under, and effected in accordance with, applicable Laws; or (b) the Customer fails to pay any undisputed amount properly due under this Contract and such failure continues for 30 days after receipt of written notice from the Supplier specifying the amount outstanding and stating the Supplier's intention to terminate.

15.3 Upon termination or expiry for any reason: (a) the Customer shall pay only for Goods delivered and accepted and Services properly performed in accordance with this Contract up to the effective date of termination, and the Supplier shall promptly refund any Fees paid in advance for the period after the effective date; (b) termination shall be without prejudice to any rights, remedies or obligations that have accrued prior to the date of termination, including the right to recover damages; and (c) Clauses 1 and 6-16 shall survive.

16. General

16.1 Assignment, Subcontracting; Divestiture: The Customer may, on notice to the Supplier, assign or novate this Contract or any of its rights or interests hereunder to an Affiliate, a successor pursuant to a merger, reorganisation, consolidation or sale, or an entity that acquires all or substantially all of the Customer's relevant assets or business. The Supplier may not assign, novate or subcontract any of its rights or obligations under this Contract without the Customer's prior written consent. The Supplier shall be fully responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier. If the Customer sells, divests or reorganises an Affiliate or business unit, any licences, rights and benefits granted to the Customer under this Contract shall extend to the divested or reorganised entity, and, at the Customer's request, the Supplier shall continue to perform this Contract for that entity on the same terms.

16.2 Force Majeure: If a Party ("Affected Party") is unable to carry out any of its obligations under this Contract due to Force Majeure, the Affected Party's relevant obligations shall be suspended for the duration, provided the suspension is of no greater scope than required, the Affected Party promptly notifies the other Party in writing and uses all reasonable efforts to mitigate and resume performance. If Force Majeure continues for more than 1 month, the Customer may terminate this Contract immediately by written notice without liability.

16.3 Waiver; Remedies; Variations; Severance: A waiver must be in writing and signed by an authorised representative of the waiving Party, and a waiver of any breach shall not constitute a waiver of any subsequent breach. All remedies in this Contract are cumulative and in addition to any other remedies available at law or in equity. Any variation to this Contract must be in writing and signed by authorised representatives of each Party. If any provision of this Contract is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable without affecting the remaining provisions.

16.4 No Partnership; Third-Party Rights: Nothing in this Contract shall be deemed to establish any partnership, joint venture or agency between the Parties, or authorise either Party to make commitments on behalf of the other. The Customer may recover Losses suffered or incurred by its Affiliates and Customer Indemnitees in connection with this Contract as if such Losses were suffered by the Customer, and Customer Indemnitees may enforce Clause 12. Otherwise, no person who is not a Party to this Contract shall have any right to enforce it.

16.5 Publicity: The Supplier shall not, without the Customer's prior written consent: (a) make any public announcement or statement that it provides or has provided goods or services to the Customer; or (b) use the name, logo, trademarks or other proprietary indicia of the Customer or any Customer Affiliate in any advertising, press releases or promotional material.

16.6 Notices: All notices under this Contract must be in writing and sent to the Party's representative at the address specified in the PO. A copy of all notices to the Customer must be sent to procurement@fifty5blue.com and legal@fifty5blue.com.

16.7 Governing Law and Jurisdiction: This Contract shall be governed by and construed in accordance with the laws identified below based on the Customer's jurisdiction, and the courts of such jurisdiction shall have exclusive jurisdiction over all disputes arising out of or in connection with this Contract:

- **UK or Europe:** Laws of England & Wales; courts of London, England.
- **United States:** Laws of the State of New York; courts of New York County, New York.
- **Brazil:** Laws of the Federative Republic of Brazil; courts of the city of São Paulo.
- **All other jurisdictions:** Laws of England & Wales; courts of London, England (unless otherwise specified in the PO).