

ONBOARDING AGREEMENT

EFFECTIVE DATE:

PARTIES:

- Williams Lea Limited**, a company incorporated in England and Wales under company number 02119266 with its registered office address at Darwin house, Leeds valley park, Savannah way, Leeds, LS10 1AB, England (the "**Company**"); and
- _____ a company incorporated and registered in _____ whose company number is _____ and having its registered address _____ (the "**Supplier**"). Each a **Party**, together the **Parties**.

TERMS AND CONDITIONS

("Terms")

MAIN TERMS

1. Background

1.1 These Terms govern the relationship between the Company and the Supplier as it relates to the procurement by the Company from the Supplier of goods and/or services.

2. Services and Fees

2.1 Subject to the Supplier's provision of the goods and/or services ("Services") (as applicable) in accordance with these Terms, the Company shall pay the undisputed part of any fee ("Fees") to the Supplier within sixty (60) days after receipt of a correct and valid invoice. Where the Company identifies reasons to dispute an invoice or specific amounts therein, the Company shall notify Supplier promptly in writing, setting out such reasons.

2.2 The Supplier's invoices must be complete and include the correct details of the applicable Purchase Order with reference issued by the Company, otherwise they will be returned, and payment will be delayed.

2.3 If, upon examination at any time, the Company determines that any charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from, the Supplier shall, within 7 days refund to the Company the amount over-charged plus interest at the applicable statutory rate.

2.4 The Fees shall remain fixed during the Term. The Fees are inclusive of all travel, subsistence and other incidental expenses incurred by the Supplier and the Supplier Personnel ("Supplier Personnel") in respect of the provision of the Services. The Supplier shall only be permitted to charge for expenses if expressly authorised to do so in the applicable purchase order ("Purchase Order") and provided that the Company's prior written consent has been obtained by the Supplier prior to the relevant expenses being incurred.

2.5 If Value Added Tax (VAT) is applicable:

2.5.1 the Supplier's invoice shall comply with all the requirements of Article 226 of the European Union Council Directive 2006/112/EC. the Company shall not be required to pay any invoice which fails to meet the requirements of Article 226 referred to above; and

2.5.2 the Services provided by the Supplier shall be taxable where the Company is established, according to the terms of Article 56.1 (c) of the European Union Council Directive 2006/112/EC.

1. Confidentiality and Data Protection

3.1 Where the Company is required to disclose Confidential Information to the Supplier, such disclosure shall be in accordance with the provisions of this Clause 3.

3.2 The parties agree that the Company shall disclose such Confidential Information as it deems necessary or useful in

furtherance of this Agreement. Confidential Information means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly.

3.3 The Supplier undertakes for a period of five (5) years from the date of disclosure or such other period as specified by the Company to:

3.3.1 not, without prior written consent of the Company, disclose any such Confidential Information to any person or body other than its employees, agents, professional advisors or sub-contractors ("**Representatives**") on a need to know basis relating to this Agreement, to treat such Confidential Information as confidential, secret, take all necessary precautions to effect and maintain, to the highest standards, security measures to safeguard such Confidential Information from unauthorised use and prevent its unauthorised, negligent or inadvertent disclosure and not use, copy, reproduce or reverse-assemble such Confidential Information only for the purpose of this Agreement provided if specified by the Company in writing, and never for his/her/its personal gain;

3.3.2 bring to the immediate attention of the Company any known or suspected breaches of its obligations under these Terms; and

3.3.3 execute such documents or agreements that the Company may require from time to time in respect of the Confidential Information.

3.4 Unless the Company has agreed otherwise in writing, upon completion of the purpose for which Confidential Information has been disclosed, the Supplier shall either return or destroy (as the Company may elect) any Confidential Information and all copies made of it within fourteen (14) days of a request for the same by the Company. If the Company asks the Supplier to destroy the Confidential Information, the Supplier at its own cost must provide a confirmation declaration, signed by one of its directors, confirming that such destruction has been completed in accordance with these Terms.

3.5 The Supplier acknowledges and understands that the Confidential Information is of great value and importance to the success of Company business. Any unauthorised use or disclosure of the Confidential Information would cause serious and irreparable injury to the Company. Money damages may not be a sufficient remedy for a breach of these Terms and the Company is entitled to specific performance and/or injunctive or other equitable relief and remedies for such breach, without the necessity of showing any irreparable injury or special damages.

3.6 Data Protection and Data Security

The Supplier must comply with all applicable data protection laws and regulations when processing personal data for the purposes of administering the provision of the service, for which the Supplier is considered an independent "Data Controller".

The Supplier must implement appropriate technical and organizational measures to ensure the security and confidentiality of the personal data processed and must notify the Company without undue delay in the event of any data breach or other security incident affecting the Company personal data. If the

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scope of the Services changes and the Supplier is to process personal data on behalf of the Company as a "Data Processor", the Supplier agrees to enter into a full Data Processing Agreement with the Company.

3.7 Without prejudice to any other obligation incumbent upon the Supplier under this Clause 3 and or under the Agreement, the Supplier further agrees to the following:

3.7.1 AI Usage Disclosure: During the term of this Agreement, the Supplier is obligated to immediately disclose to the Company, in writing, any use by the Supplier (including by any of its agents, third parties and/or subcontractors used by it) of any AI Technologies, including by reference any specific tools and systems used and the purposes for which they are used.

3.7.2 Data Usage Restrictions: The Supplier undertakes, warrants, and agrees to use any data provided by the Company under the Agreement only for the agreed-upon purposes and will not use any data to train any AI Technologies outside of the scope of the Agreement without the prior written consent of the Company to be obtained on an each and every occurrence basis.

4 Termination

4.1 The Company may terminate these Terms and/or any Purchase Order in whole or in part at any time and for convenience without penalty upon serving thirty (30) days' written notice to the Supplier.

4.2 All individual Purchase Orders shall terminate immediately upon termination or expiry of these Terms, unless otherwise agreed in writing between the Parties. In the event of agreement between the Parties that a particular Purchase Order shall survive these Terms, they shall continue in full effect to govern that Purchase Order for the remainder of the Term of that Purchase Order.

4.3 If the Company determines that the Supplier has committed a breach (as defined below), the Company may immediately upon giving written notice to the Supplier (at its option) and without liability: i) terminate these Terms; and/or ii) terminate only the Purchase Order in respect of which the breach has occurred.

4.4 On termination of these Terms and/or any Purchase Order for any reason:

4.4.1 each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party;

4.4.2 the Supplier shall,

4.4.2.1 in respect of the terminated Purchase Orders, immediately deliver up to the Company the Company data and all other relevant data in its most recent form (whether or not backed up) and all other property of the Company then in its possession at no additional cost; and

4.4.2.2 return any amounts pre-paid by the Company to the Supplier for the future provision of the Services which would have been provided but for the termination of these Terms or the applicable Purchase Orders; and

4.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.

5 Force Majeure

Neither Party will be liable for delay or failure in performing obligations if the delay or failure resulted from circumstances beyond its reasonable control (such circumstances hereinafter referred to as "Force Majeure"), including but not limited to: acts of God, governmental acts (other than the exiting of a European Union member state from the European Union), flood, fire, explosion, accident, civil commotion, and impossibility of obtaining materials. For the avoidance of doubt, the Company shall not be required to pay for any non-provision of Services as a result of the Force Majeure and any Fees charged in connection for such non-provided services shall either be waived, reimbursed or credited to the Company (at the Company's direction).

6 Relationship between the Parties

The relationship of the Supplier (and the Supplier Personnel) to the Company shall be that of independent contractor and nothing in these Terms shall render it (nor the Supplier Personnel) an employee, worker, agent or partner of the Company and the Supplier shall not hold itself out as such and shall procure that the Supplier Personnel do not hold themselves out as such. The Supplier shall have no right, power or authority to act as agent for the Company for any purpose and shall not enter into any contract or make any warranty or representation as to any matter or create any obligation, express or implied, or make any representation on behalf of the Company or any client; or any authority to incur any expenditure in the name of or for the account of the Company.

7 Audit of Supplier's Performance

The Supplier shall forthwith following receipt of written notice from the Company, allow and/or procure the Company and any auditors of, or other advisers to the Company, to access the Supplier's premises or business premises of any Supplier Personnel at which the Supplier or Supplier Personnel holds any the Company data or the Company's Confidential Information relating to the Services and to access such personnel and relevant records specifically relating to the Services provided herein.

8 Liability

8.1 The following provisions set out the entire financial liability of the Parties (including liability for the acts or omissions of their employees, agents and sub-contractors) in respect of any breach of these Terms and any representations, statements or tortious acts or omissions including negligence arising under or in connection with these Terms.

8.2 The Supplier does not limit its liability (if any) in respect of any of the following:

8.2.1 fraud and or fraudulent misrepresentation;

8.2.2 the death of, or personal injury to, any person caused by negligence;

8.2.3 any losses caused by the Supplier's wilful misconduct, intentional default, abandonment of this Agreement, and or negligence; and/or

8.2.4 any breach of Clause 3, including any loss of the Company data and or Confidential Information.

8.3 Subject to Clause 8.2 above:

8.3.1 the total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for either Party arising in connection with the performance or contemplated performance of the Services shall be limited to 125 per cent of the total value of the sums paid or payable under this Agreement; and

8.3.2 neither Party shall be liable to the other for any indirect or consequential loss or damage (including loss of business, loss of profit, or loss or depletion of goodwill (howsoever caused)) which arise out of or in connection with this Agreement.

9 Insurance

9.1 The Supplier shall:

9.1.1 at all times be insured on an each and every claim basis (but without limiting its obligations and responsibilities under these Terms), with a reputable insurer, against all liabilities for which it is able to insure under these Terms, including without prejudice to the foregoing:

9.1.1.1 public liability insurance for a minimum amount of cover of £5 million (five million pounds sterling);

9.1.1.2 products liability insurance for a minimum amount of cover of £5 million (five million pounds sterling);

9.1.1.3 employers' liability insurance for a minimum amount of cover of £5 million (five million pounds sterling);

9.1.1.4 property insurance for a minimum amount of cover of £2 million (two million pounds sterling); and

9.1.1.5 professional indemnity liability insurance for a minimum amount of cover of £5 million (five million pounds sterling);

9.1.2 provide all facilities, assistance and advice required by the Company or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, these Terms;

9.1.3 maintain such insurance whilst these Terms is in force and

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for a period of twelve (12) months after termination or expiry of these Terms (howsoever arising) and shall do nothing to vitiate such insurance; and

9.1.4 upon request furnish the Company with proof of cover of the above insurance, through the provision of valid certificates of insurance.

10 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms has been executed with the invalid provision eliminated.

11 Waiver

No single or partial exercise of, or failure or delay by a Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12 Cumulation of Remedies

Subject to the specific limitations set out in these Terms, no remedy conferred by any provision of these Terms is intended to be exclusive of any other remedy except as expressly provided for in these Terms and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity by statute or otherwise.

13 Whole Agreement

This Agreement and any document specifically referred to herein) form the entire agreement between the Parties and any other terms and conditions included in or specified by any other document exchanged between the Parties are fully excluded.

14 Amendment

These Terms may only be amended by written agreement of the Parties.

15 Notices

Notices hereunder shall be validly given if delivered by hand or post (recorded delivery) to the address identified in the Parties Clause and deemed to have been served if delivered by hand at the time of delivery and if posted: before 5 pm, on the next business Day. or after 5 pm, on the second business Day afterwards.

16 Publicity

16.1 Except with the prior written consent of the Company, which the Company may withhold in its absolute discretion, the Supplier

shall not:

16.1.1 make any press announcements regarding the arrangements agreed between the Parties, or any client; or

16.1.2 otherwise publicise these Terms or any part hereof in any way; or

16.1.3 refer to its role hereunder in any market material or presentations whatsoever, whether as a site reference or otherwise.

17 Assignment and Subcontracting

17.1 Neither Party may assign or transfer these Terms in whole or in part without the other Party's prior written consent.

17.2 The Supplier shall not subcontract these Terms in whole or in part to any third party unless prior written authorisation is provided by the Company.

17.3 The Company may assign or novate its rights and obligations under these Terms to a Group Company or a legal entity established or authorised to take over and operate on a continuing basis all or the relevant parts of its business and Supplier shall enter into such documents as are reasonably necessary for this purpose.

17.4 These Terms are binding on and shall vest to the benefit of the Parties, their successors in title and permitted assigns.

18 Third Party Rights and Counterparts

These Terms do not confer any rights on any person or party (other than the Parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 other than in respect of any Group Company.

These Terms may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all these counterparts together shall constitute one and the same instrument.

19 Applicable Law and Jurisdiction

19.1 Unless specified to the contrary between the Parties in writing, these Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

19.2 Unless specified to the contrary between the Parties in writing, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF THIS AGREEMENT, has been entered into the day and year first before written by the Parties named below.

SIGNED for and on behalf of

WILLIAMS LEA LIMITED by:

Signature:

Position:

Name:

Date:

SIGNED for and on behalf of

the SUPPLIER by:

Signature:

Position:

Name:

Date:

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