

The Stationery Office Limited- Order Form and Terms and Conditions

This Agreement is entered into by the Parties below on

For the avoidance of doubt this Order Form and any future orders for Goods or Services shall automatically incorporate TSO's Terms and Conditions (referenced overleaf and any amendments to the same) (collectively the **"Agreement"**), to the exclusion of any other terms.

Order Form

Item	Description
Supplier's (legal and/or trading name):	
Supplier's registered office and/or registered trading address:	
Supplier Contact (full legal name as per passport/licence):	
Supplier's Contact details (email and phone number(s))	
Detailed description of Goods and/or Services to be provided by the Supplier:	
Place of delivery of the Goods and/or Services:	18, ST. ANDREWS BUSINESS PARK, NORWICH, NR7 0HR, England
Date and time of Delivery of the Goods and/or Services:	
Fees for the above (insert ex and with VAT where applicable)	Fees Ex VAT: VAT: Fees Total (for the avoidance of doubt the Fees will not be increased once inserted above, other than by the written consent of a director of TSO).
Additional Terms/Requirements of TSO:	

To be executed by Supplier in duplicate, then Williams Lea, and a countersigned copy sent to the Supplier.

This Order Form incorporating the Terms and Conditions are hereby agreed to apply to all orders for Goods/Services to be provided by the Supplier to WL:

Signature Box:	Date of Signature:
(Supplier Authorised Signatory)	
(Supplier Print Name)	
(TSO Authorised Signatory)	
(TSO Print Name)	
(Position of TSO Signatory)	

Attachments:

- (1) TSO's Terms and Conditions — Terms and Conditions for Ad Hoc provisions of Goods and Services.

Document Name:	TSO Ts & Cs - Template Ad hoc services agreement				
Document #:	VM_1.33	Document Authorized by:	Global Head of Sourcing		
Issued / Revision Date:	08 th Aug 2026	Revised by:	WL Sourcing Support Operations	Version #:	v1.3

CONFIDENTIAL

THE STATIONERY OFFICE LIMITED TERMS AND CONDITIONS OF SERVICE

Parties: A. The Stationery Office Limited (a company registered in England and Wales under company number 03049649), whose registered office is at 18, ST. ANDREWS BUSINESS PARK, NORWICH, NR7 0HR, England ("**TSO**"); and
B. The Supplier as cited above,
together the Parties individually a Party.

In consideration for TSO agreeing to pay the Fees as outlined above, for the prompt delivery of the Goods or Services to TSO, it is hereby agreed and confirmed by the Parties as follows:

1. The fees charged for the Good or Services ("**Fees**") shall be as detailed in the Order Form. TSO agrees to pay all undisputed Fees along with any VAT (and/ or other applicable sales tax) as applicable within 45 days of the invoice date. TSO is entitled without notice to set off any sums from the Fees.

2. Time shall be of the essence in respect of all delivery of Goods and Services to be provided under this Agreement. All terms of this Agreement will survive indefinitely unless stated otherwise. Terms and Conditions shall mean and incorporate the Order Form as part of this Agreement and vice versa.

3. TSO shall be entitled without notice and in its sole discretion to make an adjustment to the Fees in the event that additional costs are incurred by TSO if any Goods or Services are not provided on time, are defective, are in an unsuitable format (or a different format from which TSO is expecting to receive the same) and/or are of unsuitable quality for normal processing by TSO as TSO may determine in its sole discretion. It is the responsibility of the Supplier to ensure all Goods or Services are provided as per agreed in the Order Form.

4. It is a condition of this Agreement that the Supplier will keep any confidential information received from TSO secret and will not disclose this to any third party (without the prior written consent of TSO) including any confidential information or material related to or connected to this Agreement. For the purposes of this Agreement, "confidential information" shall include all proposals, pricing and other commercial information, all methodologies, processes, know-how and other strategic information, all internal structural, business, financial and customer information, and all other information that the Supplier knows or ought to know is confidential to TSO but will not include information already in the public domain (other than by breach of these Terms and Conditions) or information received from a third party (without obligation of confidence).

5. The Supplier shall upon demand indemnify and hold harmless TSO from and against all losses, costs, awards, liabilities and expenses arising from breach of Clauses 4 and/or 5 to include any libellous actions, any infringement of any intellectual property owned by TSO and/or any third party (including copyright) and/or any breach or non-compliance with any legal, statutory or regulatory requirements arising from the Supplier's (mis) use of information, materials, data or other intellectual property provided by or on behalf of TSO ("**Original Materials**").

6. All Intellectual Property created or developed by Supplier under this Agreement and/or at TSO's specific request (whether independently or jointly with TSO) in the course of the supply of the Goods or Services shall vest in TSO upon creation and/or with effect from delivery thereof. The Supplier hereby assigns to TSO, by way of present assignment of future rights, all of the foregoing intellectual property with effect from the date of its delivery. Nothing in these Terms and Conditions or the provision of the Services shall operate to transfer any intellectual

property to the Supplier from TSO. Nothing in these Terms and Conditions shall affect or transfer the ownership of any Intellectual Property rights of TSO whether (i) existing prior to this Agreement, (ii) generated outside the scope of this Agreement and/or (iii) that are proprietary to TSO having been generated developed and created by Supplier for the benefit of TSO whether in part or in full, collectively which the Supplier agrees shall automatically belong and vest with full legal titles at all times to TSO.

7. The Supplier undertakes in provide the Services or Goods in compliance with all relevant and applicable laws. The Supplier agrees that TSO is under no obligation to grant any exclusivity in relation to accepting any Goods or Services from the Supplier, nor are they under any obligation to place any minimum orders for any Goods or Services. TSO is entitled to terminate this Agreement at convenience at will and without notice and upon doing so all undisputed Fees will be paid to the Supplier. For the avoidance of doubt this Agreement will terminate automatically when the TSO accepts delivery of the Goods or Services.

8. In the event that Supplier supplies Goods or Services which are not to any material extent supplied in compliance with these Terms and Conditions and any Order Form it shall immediately and without delay supply replacement services thereof as soon as reasonably practicable at no additional cost to TSO and TSO shall have no further liability in respect of any such non-compliance (whether in contract (including an indemnity) or in tort (including negligence) or otherwise. All Goods supplied by the Supplier are at the Supplier's risk and liability until paid for in full by TSO. Title and ownership in the Goods shall automatically pass to TSO upon delivery of the Goods or any parts thereof.

9. Save to the extent any liability cannot be excluded or limited by law (i) the maximum aggregate liability of TSO and any member of its group, its employees, agents and sub-contractors, whether in contract (including under an indemnity or warranty), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and all losses arising under these Terms and Conditions and any order shall be limited to a sum equal to the amount of Fees paid to TSO under the Order Form (net of value added tax), and (ii) TSO shall not be liable for, or in respect of, any loss of profits, business or goodwill or for any consequential loss or damage, or any type of special or indirect loss (including loss or damage suffered by the Supplier as a result of an action brought by a third party) even if such loss was reasonably foreseeable.

10. Without prejudice to Clause 9, the TSO shall have no liability to the Supplier for materials and items of whatever nature specified in any Order Form ("**Materials**") that fail to comply with all local laws (whether consumer, public or civil) regulations or codes in all countries in which use is intended or made of the Materials or that they fail to carry all disclaimers, warnings and public information which a reasonably competent lawyer in any relevant jurisdiction would advise.

11. Without prejudice to Clause 9, the TSO shall have no liability for any claims from the Supplier alleging that the Materials infringe the intellectual property rights of a third party resulting from or relating to any Original Materials provided by the Supplier, or which have been developed by the Supplier pursuant to TSO's instructions.

12. Unless otherwise agreed in writing by TSO, all times quoted for performance or delivery or availability for collection are given in good faith by the Supplier taking into consideration that TSO and the Supplier have agreed that time is of the essence. Only the TSO in writing can vary the time for performance or delivery or availability for collection of any

Goods or Services which shall in every case be dependent upon prompt receipt of all necessary information in writing from the Supplier, or prior written approval from the TSO.

13. Each Party shall comply with the provisions of the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. If either Party provides to the other any personal data or commercially sensitive information, it will only do so in a way that complies with the aforementioned legislation and any other applicable legislation relating to the handling of such personal data and in an appropriately secure format. The Supplier acknowledges that TSO shall not be liable for any costs, damages or liabilities that may arise from any loss, destruction, damage or alteration of any personal data where the Supplier has failed to implement appropriate technical and organisational measures to protect the data prior to its transfer to TSO.

14. Neither Party shall be liable to the other for any delay or non-performance of its obligations under any order and these Terms and Conditions arising from any circumstances beyond the reasonable control of that Party (including, without limitation, any of the following: act of god, governmental act, war, fire, flood, explosion, civil commotion, strike, lockout or other industrial action), collective "force majeure event". Should a force majeure event arise under this Clause then this Agreement will immediately terminate without notice and liability to either Party.

15. No amendments to any order and these Terms and Conditions shall be valid unless they have previously been agreed in writing and signed by each of the Parties. These Terms and Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

16. These Terms and Conditions and any order shall be governed by and construed exclusively in accordance with the laws of England and Wales and each Party hereby submits to the exclusive jurisdiction of the English courts.

17. For the avoidance of doubt, nothing in this Agreement or any parts thereof is intended to create, nor will create, any relationship, including that of employer and/or employee between the Parties. TSO exercises no control or influence over the Supplier. The Supplier agrees that it provides the Goods or Services to TSO on an arms length basis and that this Agreement does not create any partnership, joint venture or any other form of commercial relationship between the Parties, other than for the provision of Goods or Services. The Supplier remains at all times independent from TSO in terms of direction and control of its affairs and it agrees that it has entered into this Agreement of its own free will and volition. The Supplier remains solely responsible and liable to the relevant tax authorities in relation to the payment of its own taxes. If requested TSO the Supplier will immediately provide official documents verifying its trading status and accounts to TSO.

18. It is a condition of this Agreement that the Supplier will not whether directly or indirectly allow other third parties access to this Agreement or to any confidential information hereunder for the purposes of offering competing like for like services, nor will use any confidential information under this Agreement to financially harm TSO by diverting and/or attempting to divert any sales/revenue from the TSO to any TSO competitor, or use any information in this Agreement to obtain or secure any pecuniary benefit or advantage for itself, or from any competitor of the TSO.

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

19.1 Data Usage Restrictions: The Vendor undertakes, warrants, and agrees to use the data provided by Williams Lea 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 Williams Lea.

