

## Agreement For The Purchase of Goods & Services

**IMPORTANT-READ CAREFULLY:** The following is a legally binding agreement between you, as the supplier, and AXESOR CONOCER PARA DECIDIR S.A.U and AXESOR BUSINESS PROCESS OUTSOURCING, S.L.U or the Axesor/Experian business unit, division, subsidiary, affiliate or joint venture that placed the Purchase Order (defined below). By accepting the Purchase Order issued by Axesor, you ("Supplier") agree to be bound by the following terms (the "Agreement"):

### 1. Definitions

1.1 "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement, including without limitation joint ventures of a Party

1.2 "Confidential Information" means all information, in any form, whether or not marked or identified, whether of the disclosing Party or any of its clients or Affiliates, furnished or otherwise made available, directly or indirectly, in connection with this Agreement, including without limitation the existence and terms of this Agreement, any Purchase Order and any Schedule.

1.5 "Deliverables" means all documents, products, and materials developed and/or supplied by Supplier in accordance with the Services, or as otherwise supplied by Supplier to Axesor under or in connection with this Agreement, Schedule or Purchase Order.

1.6 "Effective Date" means the date set forth on the first page of this Agreement, where no date is specified the effective date shall be the earlier of the date of the second signature to the signature page of this Agreement or the date of the earlier of the first Purchase Order or first Schedule.

1.8 "Goods" means any item of merchandise or product provided to Axesor by Supplier under or in connection with this Agreement.

1.9 "Intellectual Property Rights" means copyright or others protected by the Consolidated Text of Intellectual Property Rights, approved by Royal Legislative Decree 1/1996, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.

1.10 "Law" means any federal, local or foreign law, order, statute, rule, regulation, ordinance or other act of a legally binding nature.

1.14 "Personnel" means and includes a Party's or an Affiliate's directors, officers, employees, agents, auditors, consultants and subcontractors.

1.15 "Purchase Order" means an ordering document issued by Axesor to Supplier indicating the type, quantities, and agreed prices for Goods or Services to be provided by Supplier in accordance with this Agreement.

1.16 "Schedule" means an attachment that incorporates this Agreement by reference.

1.17 "Services" means the services, including the provision of any Deliverables, to be performed in connection with this Agreement, a Schedule and/or a Purchase Order.

1.18 "Supplier's Pre-Existing Intellectual Property Rights" means any Intellectual Property Rights developed by Supplier wholly unrelated to and not arising out of this Agreement or the Services and without benefit of the Axesor Confidential Information or Axesor Intellectual Property Rights.

### 2. Term and Termination

2.1 The term of this Agreement shall commence upon the Effective Date hereof and continue until terminated pursuant to this Agreement if :

2.2 Either Party may terminate this Agreement, any Schedule, or Purchase Order immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other Party 2.2.1 The other Party is in material breach of any of the terms of this Agreement which is not capable of remedy or where remedial, has failed to remedy that breach within one (1) month of being notified in writing of it; or

2.2.2 If the other Party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared insolvent, has a receiver, administrator or administrative receiver appointed over all or part of its assets, or is negotiating a preliminary arrangement with its creditors under article 5.6 of Act 22/2003, 9<sup>th</sup> July of Insolvency, or is unable to pay its debts within the meaning of article 2.2 of Act 22/2003, 9<sup>th</sup> July, of Insolvency, or ceases to trade or takes or suffers any similar action.

2.2.3 If the other Party's financial position has deteriorated to such an extent that in the reasonable opinion of the terminating Party its capability to adequately fulfill its obligations hereunder has been placed in jeopardy.

2.3. Axesor shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Axesor's other rights at any time by giving notice in writing to the Supplier if any of the following occurs:

2.3.1 If the Supplier fails to deliver any part of the Services and/or the Deliverables in accordance with this Agreement; or

2.3.2 If there is a change of control or change in the ownership of the Supplier that affects significantly the interest of Axesor.

2.4 Termination of this Agreement (or any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.

2.5 Without prejudice of the provisions set before, Axesor will be entitled to terminate early this agreement at any moment and without justified reason if it send a notification with one month in advance to the termination date. The Supplier will have no right to claim Axesor any compensation for the termination.

2.6 Whenever the Supplier commits a breach of the obligation described in clause 17.1 or if the Supplier does not comply with the obligations of payment to the Social Security and to the Tax authorities or any other required by Law, Axesor will be entitled to terminate automatically this Agreement without being necessary to send any notification. The Supplier will have no right to claim Axesor any compensation for the termination.

2.7 Upon any termination of this Agreement, or any Schedule or Purchase Order, completion of the Services under the applicable Schedule, or the written request of Axesor, Supplier shall immediately return or destroy, as Axesor may direct in writing, all Confidential Information, materials, and other documentation written/created pursuant to this Agreement, including without limitation Axesor credit cards, telephone cards, office or desk keys, security passes, software, computers, modems, diskettes, instruments, tools, or devices. If Axesor terminates a Schedule pursuant to Section 2.2 above, then Axesor will be entitled to receive a refund from Supplier of (i) any prepaid, but unused fees for Services; and (ii) all amounts paid by Axesor pursuant to the Schedule on account of the Services or other goods furnished by Supplier to Axesor in conjunction with such Services, that Axesor is unable to utilize effectively or completely as a result of Supplier's failure to cure the breach.

### **3.Orders, Delivery, and Acceptance**

3.1 Supplier shall provide Goods or Services as described in a Schedule and/or Purchase Order. Supplier shall cause its Personnel to abide by the terms of this Agreement, including, but not limited to, the "Ethical Standards set forth in Section 13. Risk of loss and title to the Goods shall pass to Axesor upon receipt.

3.2 Supplier will deliver all Goods to Axesor's designated location, freight prepaid and added to Axesor's invoice or as otherwise negotiated. All items are to be suitably boxed, wrapped, or coated so as to be protected against hazards of shipment, storage, and exposure and labeled to show the Purchase Order number and delivery contact name. Itemized packing slips showing the Purchase Order number shall accompany each delivery. Axesor's count shall be conclusive in the absence of a packing slip.

3.3 Goods and Services shall be delivered within the mutually agreed upon delivery time, in conformance with this Agreement, Purchase Order, or Schedule. Axesor shall have the right to inspect and test Goods within a reasonable time after delivery to Axesor. If the Services are not performed to Axesor's satisfaction or the Goods are not in conformance with the specifications or Purchase Order therefore, Axesor shall notify Supplier within a reasonable amount of time and identify to Supplier the deficiency in Goods and/or Services. Supplier will use its best efforts to either correct and deliver to Axesor, at Supplier's sole cost and as soon as practical following its receipt of notice, the corrected Goods and/or Services or credit the applicable invoice for the deficient Goods at Axesor's sole preference. Neither payment for Goods or Services nor inspection shall constitute or imply acceptance of the Goods or Services and shall in no way impair the right of Axesor to reject damaged, non-conforming or defective Goods or Services, or to avail itself of any other remedy to which it may be entitled.

#### **4.Payment**

4.1 Supplier shall be compensated for the Goods or Services specifically set forth in a Purchase Order or Schedule. Said compensation shall be the entire compensation to which Supplier shall be entitled to hereunder, and neither Supplier nor Supplier's Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation.

4.2 Supplier shall be solely responsible for and shall bear all costs and expenses incident to the performance of the Services, including but not limited to, all costs and expenses of any required drug screen(s), credit check(s) and/or any background investigation(s) and equipment, and all fees, licenses, bonds or taxes in connection with Supplier's costs of doing business. In connection with travel approved in writing by Axesor, reasonable and necessary travel related expenses actually incurred in connection with the performance of the Services shall be reimbursed pursuant to Axesor's travel policy which is available on Supplier's request.

4.3 Axesor shall be entitled to any discounts for prompt payment or volume purchase customarily granted by Supplier. The cash discount period available to Axesor shall run from the date of receipt of an invoice conforming to the instructions herein or receipt of the Goods at the agreed destination, whichever occurs last. Axesor will be granted any price reductions applicable that occur after the Purchase Order has been issued and before the Goods and/or Services are delivered.

4.4 Supplier shall submit its invoices to Axesor upon completion of the Services and/or delivery and acceptance (if applicable) of the Goods. Supplier shall submit its invoices to Axesor Bureau de Credito S.A. Príncipe de Vergara, 132 – 1º 28002 Madrid or electronically to [payables.es@Axesor.com](mailto:payables.es@Axesor.com). Axesor will pay for the Services and Deliverables no later than the last day of the month in which it receives a correct invoice from the Supplier. For the avoidance of doubt, if Supplier does not include in such invoice a Purchase Order number, a unique invoice number, a description sufficient to identify the Goods delivered or Services performed, and any other information reasonably requested by Axesor, or if the amount invoiced is otherwise inaccurate, then such invoice will not be correct for the purpose of this section and Axesor shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice. Axesor reserves the right to deduct from or offset against any payment to Supplier all monies due or becoming due Axesor from Supplier whether in connection with this Agreement or otherwise. Supplier shall maintain complete and accurate records relating to Supplier's invoicing under this Agreement. During the Term of this Agreement and for a period of three (3) years following termination hereof, Axesor or its designated agent shall, during normal business hours, have reasonable access and the right to examine any of Supplier's books, documents, and records pertaining to Supplier's invoicing under this Agreement. As a condition of such review, Axesor shall provide reasonable notice to Supplier and shall keep, and ensure that its designated agent agrees to keep, Supplier's Confidential Information in confidence and shall not disclose any Confidential Information obtained solely through the review without the express written consent of Supplier.

4.5 The fees set forth in the Schedule or Purchase Order do not include taxes. Axesor shall be responsible for and shall bear all applicable sales, use, excise, personal property and value added taxes, or taxes of a similar nature (excluding personal property taxes on items owned and used exclusively by Supplier and taxes based on Supplier's gross margin or net income which shall be borne by Supplier), imposed by any federal, state, provincial, or local government, or other taxing authority on all items, goods and/or services being paid for by Axesor to Supplier under this Agreement. The Parties shall cooperate with each other to minimize any applicable sales, use, value added, withholding or similar tax and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets, materials and notices of assessments). Notwithstanding the foregoing, Supplier shall notify Axesor within ninety (90) days of the applicable invoice if taxes were improperly invoiced, thereafter Axesor shall have no obligation to remit payment to Supplier for any taxes improperly invoiced by Supplier.

## **5. Ownership, Rights and Guarantees.**

5.1 All right, title and interest in and to all Deliverables and Intellectual Property Rights created during the performance of Services shall be and remain the sole and exclusive property of Axesor. Immediately upon the creation of any Deliverables and/or Intellectual Property Rights created in the performance of the Services, Supplier shall disclose and deliver to Axesor all information and data in its possession, power, or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right and/or Deliverable. In the event that Supplier creates any works of authorship, the Parties agree such works of authorship shall be considered works made for hire under the copyright laws of the United States of America.

5.2 To the extent that any of the rights described above do not vest in Axesor by operation of law or under this Agreement, Supplier shall assign and, upon their authorship or creation, expressly and automatically assigns all present and future Deliverable and/or Intellectual Property Rights created during the performance of the Services. Supplier releases any and all rights it may have in such Deliverables and/or Intellectual Property Rights, now or in the future. Supplier shall render to Axesor, at Axesor's sole cost and expense, any and all assistance required to effectuate and protect Axesor's ownership rights provided herein. Supplier irrevocably waives any and all moral rights or any rights to similar effect in any country or at common law that Supplier may have with respect to the Intellectual Property Rights to the extent those rights have not been assigned above.

5.3 Supplier shall retain all ownership rights to Supplier Pre-Existing Intellectual Property Rights. To the extent that any Supplier Pre-Existing Intellectual Property Rights are contained in any Deliverable or used in connection with the Services, Supplier hereby grants Axesor an irrevocable, non-exclusive, worldwide, perpetual, fully paid up license to use the Supplier Pre-Existing Intellectual Property Rights included in any Deliverable or Service provided to Axesor in order to achieve the intended benefit of the Service or Deliverable so provided.

5.4 All property of Axesor and/or its Affiliates, and all rights in Axesor's and/or its Affiliates' Intellectual Property Rights, including Confidential Information, shall be and remain the property of Axesor and/or its Affiliates and Supplier has not and shall not be deemed to have acquired any license, right or interest therein. Supplier shall:

5.4.1 Use any such property or Intellectual Property Rights only as authorized in advance in writing for the specified purposes that Axesor authorizes and no other purposes whatsoever; and

5.4.2 Keep such property in good order and condition and Supplier shall be solely responsible for any loss or damage to the Axesor property while in the possession or control of Supplier; and return the property to Axesor or otherwise dispose of it as directed by Axesor.

5.4.3 Immediately upon creation of any Intellectual Property Right in performance of the Services, disclose and deliver to Axesor all information and data in its possession, power or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right; and

5.4.4 Promptly, and at Axesor's request, do all such further acts and execute all such documents as Axesor may from time to time require for the purpose of securing for Axesor the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other

rights assigned to Axesor in accordance with this Agreement, in any or all countries and free from any adverse rights or claims.

5.5 Supplier shall transfer to Axesor any guarantee or similar rights given by any manufacturer or supplier from whom it acquires the Goods. To the extent that such guarantee or similar rights are not transferable, the Supplier undertakes, at Axesor's request, to enforce such guarantee or rights on behalf of Axesor.

5.6 The Supplier shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by the Supplier pursuant to performance of the Services under Consolidated Text of the Intellectual Property Act, approved by Royal Legislative Decree 1/1996 or any rights or a similar nature under any law in any other jurisdiction.

5.7 For the avoidance of doubt, the know-how, techniques or principles used which are the property of the Supplier at the start of the Services shall remain the property of the Supplier.

5.8 The Supplier shall indemnify and keep Axesor indemnified, against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Axesor (including legal expenses reasonably and properly incurred) arising out of any claim brought against Axesor by any third party alleging that its Intellectual Property Rights are infringed by the use by Axesor of the Services and/or the Deliverables provided that Axesor:

5.8.1 Informs the Supplier of such claim

5.8.2 does not make any admissions that prejudice, or might prejudice the defence of such claim;

5.8.3 Provides the Supplier with all reasonable assistance as requested by the Supplier.

## **6. Representations and Warranties**

6.1 Without prejudice to any other right or remedy available to Axesor, Supplier represents and warrants to Axesor that:

6.1.1 Supplier has the requisite power and authority to enter into and perform the terms of this Agreement and each Purchase Order and Schedule, that no further authority or approval is necessary, that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind Supplier and that this Agreement and each Purchase Order and Schedule constitutes the valid and binding obligation of Supplier, enforceable in accordance with its terms;

6.1.2 Supplier has all necessary and advisable confidentiality and intellectual property assignment agreements with all of its Personnel who may perform the Services under this Agreement or develop the Deliverables and each such agreement is valid and enforceable;

6.1.3 To Supplier's knowledge, there are no claims, litigation or other proceedings pending or threatened which would prevent, hinder or challenge the transactions contemplated herein, including without limitation the provision of Services and Deliverables;

6.1.4 Neither the performance of the Services, the provision of the Deliverables nor the sale and/or use of the Services and/or Deliverables infringe on any Intellectual Property Rights of any third party.

6.1.5 The Goods and any Deliverables shall be free from all material defects in design, material, and workmanship.

6.1.6 All Goods it supplies shall be new, of satisfactory quality, and fit for a particular purpose held out by Supplier or made known to Supplier by Axesor;

6.1.7 All Goods, Services, and/or Deliverables conform to the applicable specifications, drawings, or description detailed in any Schedule or Purchase Order; and

6.1.8 The Goods, and Services performed shall comply with applicable Law. Supplier shall be solely responsible for any and all fees, penalties and interest, which result from Supplier's failure to comply with such applicable Law.

**7. Indemnification.** To the fullest extent permitted by law, Supplier shall defend and indemnify and hold harmless Axesor, its Affiliates, and Axesor's landlord at the premises where operations will be performed and their respective Personnel, from and against all damages, liabilities, claims, losses, costs and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) that the indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the indemnified Parties, as a result of (i) the acts, errors, or omissions of Supplier and/or any of its Affiliates, or their respective Personnel or anyone for whose acts any of them may be liable and (ii) subpoenas served on an indemnified Party as a third (3rd) party witness for any proceeding involving Supplier. The foregoing indemnification shall include, but is not limited to, a breach of any representation, warranty or covenant hereunder or a claim or threatened claim by any third party that the Goods, Deliverables or Services infringe the third party's Intellectual Property Rights (including in respect of the use or sale thereof by Axesor and/or its Affiliates). Axesor may participate in the defense of any claim with counsel of its choosing, at its own expense. Supplier shall not enter into any settlement of a claim without the prior written consent of Axesor.

**8. Insurance.** Supplier will maintain at its own cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by a reasonably prudent supplier in the industry, with one or more reputable insurance companies including adequate public liability insurance, professional indemnity insurance and, in respect of the Deliverables, product liability insurance. Each policy shall be effected for no less than €1,000,000. Supplier shall upon request, from time to time, provide Axesor with such evidence of insurance and payment of premiums in connection therewith, as Axesor may reasonably require.

## **9. Confidentiality**

9.1 Each Party shall keep all Confidential Information of the other Party and/or its Affiliates strictly confidential and shall use no less than commercially reasonable efforts to protect such Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. 9.2 Supplier shall disclose such Confidential Information of Axesor and/or its Affiliates to its Personnel solely on a need-to-know basis for the purpose of discharging its obligations to Axesor hereunder. Supplier shall cause its Personnel to become bound by the obligations of confidentiality that bind Supplier hereunder and Supplier shall be liable for any failure by such Personnel to maintain such confidentiality.

9.3 The above-stated obligations of confidentiality do not apply to the extent such information:

9.3.1 is already in the public domain or becomes publicly available through no breach of this Agreement by the recipient;

9.3.2 that the recipient can document was independently developed by the recipient without reference to or use of the Confidential Information; or

9.3.3 is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body; provided that immediately upon receiving any such request Supplier promptly notifies Axesor in writing of such requirement to enable Axesor to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Axesor Confidential Information, or take such other action as it deems appropriate to protect the Axesor Confidential Information.

## **10. Health and Safety**

10.1 The Supplier shall ensure that any Services and/or Deliverables supplied or installed under this Agreement comply with all legal requirements of Spain, the EU and any relevant international requirements and in particular, the Supplier agrees before delivery to furnish Axesor with a list in writing of any harmful or potentially harmful properties or ingredients in the Services and/or Deliverables supplied.

10.2. Axesor will rely on the supply information from the Supplier under Clause 10.1, in order to satisfy its own obligations under the Act 31/1995, of prevention of employment risks and its regulations, especially those related to display screen equipment.

**11. Publicity.** Supplier shall not publicly disclose, including in any advertising or marketing materials or any press release or statement (i) the existence or terms of this Agreement or any Purchase Order or

Schedule or (ii) the existence of any Goods, Services or Deliverables provided hereunder without prior written consent from Axesor's Vice President of Global Sourcing and/or Vice President of Public Affairs, which may be withheld in Axesor's sole discretion. Axesor shall have the right to use Supplier's logo for internal marketing purposes only without the prior written consent of Supplier.

**12. Remedies.** Supplier and Axesor each acknowledge that the failure to perform their respective duties under this Agreement, including, without limitation, Sections 9 or 10, may cause the other Party to suffer irreparable injury for which such injured Party will not have an adequate remedy available at law. Accordingly, the injured Party may seek to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting a bond or security and without prejudice to such other rights as may be available under this Agreement or under applicable law. For purposes of this Agreement, "equitable relief" means and includes those remedies traditionally and historically granted by courts of equity, including without limitation, injunction, attachment, declaratory relief, lis pendens, receivership, and replevin. Except as otherwise expressly provided in this Agreement, all remedies in this Agreement are cumulative and in addition to (not in lieu of) any other remedies available to a Party at law or in equity.

**13. Background Screenings.** All Supplier Personnel who work on-site at an Axesor facility for more than one (1) business day or who will have access to an Axesor network, must pass a five panel drug screen, criminal background check, and general background investigation, prior to providing Services. The general background investigation will consist of verification of the worker's qualifications and credentials, verification of previous employment, and verification of Social Security Number. The scope and criteria of the background check can be found in appendix 1, incorporated herein by reference and may be modified by Axesor from time to time. Supplier accepts and agrees to implement screening as required above prior to such person providing any Services under this Agreement. Such screening records may be audited by Axesor. Supplier shall not be required to screen any individual where it is prohibited by law.

**14. Ethical Standards.** Supplier shall and shall cause its employees, subcontractors, agents and other personnel to abide by the terms of this Agreement, including, but not limited to, the ethical standards as set forth in Appendix 1.

## **15. Force Majeure**

15.1 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

15.2 If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that it promptly notifies the other party ("unaffected party") of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.

15.3 If the Force Majeure persists for a period of 1 month or longer, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Supplier to pay any refund to Axesor).

## **16. General Provisions**

16.1 The Supplier undertakes to comply with all the legal duties related to labour law, social security and prevention on labour risks. If by any reason, any member or members of the personnel of the Supplier (including without limitation, employees, contractors, self-employed people or third parties) is considered by a Court or administrative body or any other competent authority that is an employee of Axesor, regarding labour, tax or other effects (the "Claim") or Axesor is considered responsible or joint responsible of the non-compliance by the Supplier in the mentioned obligations, the Supplier will hold harmless to Axesor against any damage, loss, liability, claim, lawsuit, compensatory payment, tax, penalties and costs suffered by Axesor (including reasonable legal fees) produced or that have relationship with such Claim. At the moment of the signature of this contract, the Supplier will provide Axesor a certification issued by the Social Security Authority supporting that the Supplier has complied with the obligations of payments to the Social Security, and a certification issued by the Tax Authority that proves that the Supplier is complying with its tax obligations and any other certificate that Axesor can request to the Supplier. The certificates will be renewed and sent to Axesor every 12 months or

with the regularity indicated by Axesor to the Supplier, provided that the Agreement would be still in force.

16.2 Non-exclusive; No Minimum or Maximum. This Agreement shall not be construed as an exclusive contract. Axesor may fulfill its requirements from the supplier(s) of its choice. This Agreement does not constitute a warranty, guarantee or commitment to purchase any minimum or maximum of Services or Deliverables from Supplier.

16.3 Participation. Notwithstanding anything contained herein to the contrary, any and all Affiliates of Axesor may elect to participate in this Agreement under the terms set forth herein by executing, through Axesor Services Corp or such Affiliate, a Schedule or issuing a Purchase Order referencing this Agreement. In the event of participation by any Affiliate, reference in this Agreement to Axesor shall mean the participating entity under the applicable Schedule or Purchase Order. A breach of this Agreement by an Axesor Affiliate shall not affect the rights, privileges or obligations of Axesor or any other Axesor Affiliate not in breach of this Agreement.

16.4 Third Party Rights. Persons or entities who are not a Party to this Agreement (other than Axesor's Affiliates, as applicable) shall not have any rights under this Agreement and the Parties hereby agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to this Agreement or a permitted assignee of such Party.

16.5 Assignment. Supplier shall not assign, delegate, or otherwise transfer this Agreement or any of its rights under it, or purport to do any of these things, or any interest relating to this Agreement without the prior written approval of Axesor. Any attempted assignment, delegation or transfer by Supplier without such approval shall be null and void ab initio. Axesor may assign, transfer, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Affiliates or subsequent owner without the prior written consent of Supplier. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

16.6 Relationship of the Parties. Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Axesor. Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Supplier and Axesor, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

16.7 Labor Disputes. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of any order, Supplier shall immediately give written notice thereof, including all relevant information to Axesor. Supplier agrees to insert the substance of this paragraph including this sentence in any subcontract hereunder.

16.8 Notice. Any notices (including requests, demands or other communication) to be sent by one Party to the other in connection with this Agreement shall be in writing and shall be delivered personally, by reputable overnight courier, by special delivery post (or equivalent service offered by the postal service from time to time), by facsimile transmission or by electronic mail, to the addresses of each Party as set out on the first paragraph of the first page of this Agreement or as otherwise notified in accordance with the provisions of this section. Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. Notice shall be deemed to have been duly given as follows:

16.8.1 upon delivery if delivered personally or by reputable overnight courier;

16.8.2 five (5) days after the date of posting if sent by post;

16.8.3 if sent by facsimile transmission or electronic mail (to Axesor at: [emeaprocurement@Axesor.com](mailto:emeaprocurement@Axesor.com) and Supplier at the email address on file with Axesor), upon confirmation of receipt.

16.9 Integration and Precedence. This Agreement, its Schedules, Purchase Orders, attachments and all other documents referred to herein constitute the complete agreement of the Parties relating the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understanding relating to the same subject matter, including without limitation any standard terms and conditions of Supplier. Each Schedule and Purchase Order shall incorporate therein all of the terms

and conditions of this Agreement, and any reference to “this Agreement” in such Schedule or Purchase Order shall include this Agreement and its attachments. If there is a conflict or inconsistency between the various documents forming this Agreement, such conflict shall be resolved by giving precedence in the following order: The Schedule; this Agreement; and the Purchase Order; except with respect to the indemnification obligations, confidentiality obligations, and limitations of liability, in which case, the terms and conditions of this Agreement shall always control.

16.10 Amendment and Waiver. No amendment or modification of any provision of this Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party. Any waiver of a provision or breach must be signed by the Party waiving such breach or provision. No such waiver will be deemed a continuing waiver unless expressly stated in the signed waiver and any failure to exercise a right or remedy to which it is entitled by a Party at any time shall not be deemed a waiver of such right or remedy in any subsequent or other incident.

16.11 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of this Agreement.

16.12 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. If any provision of this Agreement is finally determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

16.13 Forms. For its convenience, Axesor may use its Purchase Order to order services or to specify subsequent changes, and Supplier may use its preprinted forms to acknowledge or invoice same. Notwithstanding the use of any preprinted forms, the provisions of this Agreement shall in all cases override and prevail over any differing or additional terms contained in any Supplier forms, including, without limitation, any shrink-wrap, click-wrap (or other electronic agreement), or any other terms and conditions that may be furnished in such Supplier forms and neither this Agreement nor any provision hereof shall be deemed to be superseded or otherwise changed in any way by any provision contained in any such forms and all additional terms are hereby rejected.

16.14 Survival. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement, shall so survive and continue to bind the Parties.

16.15 Governing Law. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with the Laws of Spain and the parties submit to the exclusive jurisdiction of the City of Madrid Courts.

16.16 Counterparts. Either the originals or copies, including facsimile transmissions, of this Agreement, may be executed as counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

16.17 Advice of Legal Counsel. Each Party acknowledges, represents and warrants that it has consulted with and has obtained the advice and counsel of its attorney and that each has executed this Agreement voluntarily after careful and independent investigation, free from any fraud, duress, coercion or undue influence of any kind, without relying upon any statements, representations or warranties, written or oral, as to any law or fact made by any other Party, not expressly set forth herein.

16.18 Language. The Parties have expressly requested that the Agreement, as well as all other related documents, including notices, be written in the English language. In the event of any contradiction, discrepancy or difference between the English language version and any other versions (if any) of the text of this document or any documents contemplated or referenced hereunder, the English language version shall govern.

## APPENDIX 1

### 1. Ethical standards and Staff vetting

#### 1.1. The Supplier warrants, undertakes and represents that it:

- 1.1.1. shall not employ or use any person below the age of 14 or 15 (depending on country) or below the legal minimum age (where this is higher) in all countries in which it operates or sources goods or services;
- 1.1.2. shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
- 1.1.3. shall comply with all applicable local environmental, safety and health regulations and shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;
- 1.1.4. shall at all times adopt Social Accountability International's SA8000 as a guiding principle in the absence of local regulations;
- 1.1.5. within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, age or gender);
- 1.1.6. shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
- 1.1.7. shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;
- 1.1.8. shall comply with the laws on working hours and employment rights in the countries in which it operates;
- 1.1.9. shall comply with all relevant environmental legislation in the regions in which it operates;
- 1.1.10. has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes;
- 1.1.11. supports the rights of workers to form or join trade unions which are free to meet without hindrance; and
- 1.1.12. shall refrain from, and shall cause its employees, agents and subcontractors who perform the services to refrain from, paying or receiving any improper bribes, facilitation payments, gratuities or kickbacks.

1.2 The Supplier shall at its own cost comply with Axesor's generic requirements from time to time relating to the vetting of individuals employed in sensitive roles as set out in the Schedule or as communicated separately to the Supplier from time to time. Axesor shall not be liable to the Supplier for any revenue which the Supplier fails to earn as a result of any delay by the Supplier in complying with these requirements