

**1. Definitions and Interpretation**

- 1.1. Capitalised terms used in this Contract shall (unless the context requires otherwise) have the meanings given to them below:
  - 1.1.1. "Charges" means the charges payable by the Company for the Goods and/or Services as set out in the Order;
  - 1.1.2. "Contract" means the contract for provision of goods and/or services by the Supplier to the Company as comprised by these Conditions, the Order and (if any) the Specification;
  - 1.1.3. "Company" means the ScottishPower Group Company identified in the Order;
  - 1.1.4. "Conditions" means the conditions set out in this document, as may be expressly amended by the Order;
  - 1.1.5. "Confidential Information" has the meaning given to it in condition 9.1;
  - 1.1.6. "Data Protection Legislation" means all applicable laws, statutes, bye-laws, regulations, orders, regulatory policies, guidance or industry codes and/or rules of court relating to the processing of personal data and/or privacy (including, but not limited to, (a) Regulation (EU) 2016/679 (the "GDPR"), (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (c) any data protection and privacy laws enacted in replacement of (a) or (b) and/or as a result of the GDPR ceasing to have direct effect in the UK (in each case as amended, updated or re-enacted from time to time)), and all applicable guidance and codes of practice issued by the Information Commissioner and/or any other relevant Regulatory Body from time to time;
  - 1.1.7. "Deliverables" means any and all reports, data, presentations, documents, deliverables, software, materials and all other items (in whatever format) provided by or on behalf of the Supplier to the Company as part of or in connection with the Services, including (without limitation) those deliverables specified in the Order and/or the Specification;
  - 1.1.8. "Delivery" means, as the context requires, the actual delivery, unloading and (where specified in the Order) installation of the Goods and/or the provision of the Services, by or on behalf of the Supplier in accordance with this Contract, and the words "Deliver" and "Delivered" shall be construed accordingly;
  - 1.1.9. "Delivery Date" means the date(s) specified in the Order and/or the Specification for Delivery of all or part of any Goods and/or Services;
  - 1.1.10. "Delivery Location" means the premises at or to which the Company requires the relevant Goods and/or Services to be Delivered, as set out in the Order, the Specification or as otherwise instructed by the Company in writing prior to Delivery;
  - 1.1.11. "Force Majeure Event" means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, but excluding any foreseeable adverse weather, any industrial dispute relating to the Supplier or the Supplier's sub-contractors and/or agents, any other failure in the Supplier's own supply chain and/or any change in applicable law;
  - 1.1.12. "Good Industry Practice" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of goods and/or services which are the same as or similar to the Goods and/or Services;
  - 1.1.13. "Intellectual Property" means any copyright, patent, trade mark or trade name, design rights, database rights, know-how or other similar right of whatever nature, registered or unregistered, present or future, (together with any application for any of the foregoing and any renewals or extensions thereof), whether existing or future and whether existing or conferred under the laws of the United Kingdom or anywhere else in the world;
  - 1.1.14. "Goods" means all or any part of the goods (if any) set out in the Order;
  - 1.1.15. "Order" means the official purchase order issued by the Company to the Supplier for the Delivery of the Goods and/or Services;
  - 1.1.16. "ScottishPower Group" means the Company, any subsidiary or holding company from time to time of the Company and any subsidiary from time to time of a holding company of that company, the terms "holding company" and "subsidiary" being as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee, and any other entity which directly or indirectly controls, is controlled by or is under

- direct or common control with, the Company from time to time (the term "control" for the purpose of this definition meaning that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise)), and "ScottishPower Group Company" and "ScottishPower Group Companies" shall be construed accordingly;
- 1.1.17. "Representative" has the meaning given to it in condition 9.8;
- 1.1.18. "Services" means the services (if any) to be provided by the Supplier to the Company as described in the Order and/or the Specification, which shall include the provision of any Deliverables;
- 1.1.19. "Schedule" means the schedule to these Conditions;
- 1.1.20. "Specification" means the description, drawings, data, information or samples (if any) of the Goods and/or the Services set out, or incorporated by reference, in the Order; and
- 1.1.21. "Supplier" means the person, firm or company with whom the Company contracts as set out in the Order, and shall be deemed to include its employees, agents and sub-contractors (if any).
- 1.2. Any reference in this Contract to a statutory provision includes any amendment, extension, consolidation or replacement of the same from time to time.
- 1.3. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**2. Basis of Contract**

- 2.1. The Order constitutes an offer by the Company to purchase the Goods and Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of (i) the Supplier issuing written acceptance of the Order or (ii) any act by the Supplier consistent with fulfilling the Order, at which point and on which date this Contract shall come into existence.
- 2.2. These Conditions apply to this Contract 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. All of these Conditions shall apply to the Delivery of both Goods and Services except where the application to one or the other is expressly stated.

**3. Delivery of Services**

- 3.1. The Supplier shall Deliver the Services to the Company in accordance with the terms of this Contract and, without limitation, the Supplier shall:
  - 3.1.1. co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company, including any instructions by the Company to provide all or part of the Services to any ScottishPower Group Company's authorised contractors, consultants and/or agents; and
  - 3.1.2. provide all equipment, plant, tools and vehicles and such other items as are required to Deliver the Services and maintain appropriate insurance coverage in relation to such items.
- 3.2. Without prejudice to condition 6, the Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Company.

**4. Delivery of Goods**

- 4.1. The Supplier shall Deliver the Goods to the Company in accordance with the terms of this Contract.
- 4.2. The Supplier shall ensure that:
  - 4.2.1. the Goods are properly packed and secured in such manner as to ensure that they reach their destination in good condition and in compliance with the warranties and undertakings under this Contract;
  - 4.2.2. the Goods are suitably and sufficiently marked, endorsed and labelled with information and advice necessary to instruct and warn any persons into whose hands the Goods may come about any hazards to health and/or safety that are reasonably foreseeable as arising from despatching, handling, using or possessing the Goods and also about the necessary precautions to be taken in relation to the Goods. If it is not reasonably practicable to label the Goods in accordance with this condition 4.2.2, the relevant information and advice must be provided by the Supplier by means of a written notice which accompanies the Goods;

- 4.2.3. without prejudice to conditions 4.2.2 and 4.2.4, the Goods are clearly marked with (i) the Supplier's name and address, (ii) the Order number set out in the Order and (iii) the Delivery Location; and
- 4.2.4. each Delivery of the Goods is accompanied by a delivery note sent to the Delivery Location (and/or such other address as the Company may specify from time to time) which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being Delivered in instalments, the outstanding balance of Goods remaining to be Delivered.
- 4.3. The Company accepts no liability for pallets, containers, cases, drums or any other form of packing material used by the Supplier in Delivering the Goods.
- 4.4. The Supplier shall Deliver the Goods (i) on the Delivery Date, (ii) to the Delivery Location and (iii) during the Company's normal hours of business, or as otherwise instructed by the Company in writing.
- 4.5. The Supplier shall not Deliver the Goods in instalments without the Company's prior written consent. Conditions 4, 5 and 6 shall apply equally in relation to any instalment of Goods.
- 4.6. Title in the Goods shall pass to the Company upon the earlier of (i) the Goods being unloaded at the Delivery Location and (ii) payment by the Company of the Charges for the Goods. Risk in the Goods shall pass to the Company on signature of a delivery acknowledgement by the Company. The Supplier warrants and undertakes that, immediately prior to title in the relevant Goods passing to the Company in accordance with this condition 4.6, all Goods are the absolute and unencumbered property of the Supplier and are not subject to any liens, charges and/or other third party rights of any nature.
- 4.7. The Supplier acknowledges and agrees that, notwithstanding the Company signing a delivery acknowledgement or conducting any inspection or testing of the relevant Goods prior to or following Delivery, the Supplier shall remain fully responsible for the Goods and any such signature, inspection or testing shall not reduce or otherwise affect the Supplier's obligations or the Company's rights under and/or pursuant to this Contract.

## 5. Quality

- 5.1. The Supplier hereby warrants and undertakes to the Company that:
- 5.1.1. it has the right, power, capacity, skills, experience and authority to enter into this Contract and to Deliver the Goods and the Services;
- 5.1.2. it shall Deliver the Goods and Services in accordance with Good Industry Practice and in compliance with all laws, directions, codes or regulations that are relevant and/or applicable to the Supplier and/or to the Delivery of the Goods and/or the Services;
- 5.1.3. it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 5.1.4. all Goods, Services and Deliverables shall conform with all descriptions and specifications set out in the Order and/or the Specification, and the Goods, Services and Deliverables of satisfactory quality and shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
- 5.1.5. it shall Deliver the Goods and the Services in a timely and professional manner and in any event in accordance with the Delivery Dates and any other specific timescales set out in the Order and/or the Specification or as otherwise notified by the Company to the Supplier from time to time;
- 5.1.6. it shall (having regard to the terms of the Specification) use the best available quality goods, materials, standards and techniques, and ensure that the Goods and Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, shall be free from defects in workmanship, installation and design;
- 5.1.7. it shall hold all materials, equipment and tools, drawings, specifications, information and data supplied by the Company to the Supplier ("Company Materials") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, maintain adequate insurance cover in relation to the Company Materials while in the Supplier's possession and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- 5.1.8. the use by the Company and/or any ScottishPower Group Companies of the Goods, the Deliverables and/or any other items provided by or on behalf of the Supplier or are otherwise used by the Supplier in connection with the provision of the Services under

- and/or pursuant to this Contract shall not infringe the Intellectual Property Rights of any third party;
- 5.1.9. it shall not do or omit to do anything which may cause the Company and/or any ScottishPower Group Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services;
- 5.1.10. it has and shall continue to have all licences, permissions, authorisations, consents and permits required to perform its obligations under this Contract;
- 5.1.11. it shall implement and observe sound environmental practices and procedures in connection with the Delivery of the Goods and/or Services;
- 5.1.12. it shall observe fair employment practices and policies in relation to any staff that are engaged in the Delivery of the Goods and/or Services;
- 5.1.13. the Supplier (and all staff engaged in the Delivery of the Goods and/or Services) shall comply with all rules, policies and procedures (including, without limitation, health and safety practices and anti-corruption practices) notified to the Supplier in connection with the Delivery of the Goods and/or Services; and
- 5.1.14. it shall operate a quality management system which meets the requirements of an appropriate national and/or international standard and the specific standards (if any) set out in the Specification and shall ensure that the Delivery of all the Goods and/or Services is managed and controlled within the operational requirements of such system.
- 5.2. The Supplier shall afford the Company or its duly authorised representatives such access to the Supplier's premises as may be reasonably necessary to enable the Company to satisfy itself that the Supplier is complying with its obligations pursuant to this Contract, including in connection with the quality standards required under this condition 5.
- 5.3. The Supplier shall neither be relieved of its obligations to provide any of the Services, Goods and/or Deliverables in accordance with the terms of this Contract, nor be entitled to an increase in any of the Charges, as the result of or in connection with any change in any laws, directions, codes or regulations which impacts on the performance of the Supplier's obligations under the Contract and which comes into force after the date on which this Contract came into effect.

## 6. Company's Remedies

- 6.1. If the Supplier fails to Deliver the Goods and/or Services by the applicable Delivery Date, the Company shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:
- 6.1.1. to terminate this Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2. to refuse to accept any subsequent Delivery of the Goods and/or Services which the Supplier attempts to make;
- 6.1.3. where the Company has paid any sums in advance for Goods and/or Services that have not been Delivered by the Supplier in accordance with this Contract, to require the Supplier to refund such sums; and/or
- 6.1.4. to require the Supplier to reimburse the Company for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to Deliver the Goods and/or Services in accordance with this Contract, including the additional costs of obtaining replacement goods and/or services.
- 6.2. If the Supplier has Delivered Goods and/or Services that do not comply with any of the undertakings and/or warranties set out in this Contract, then, without limiting its other rights or remedies, the Company shall be entitled to exercise one or more of the following rights (whether or not it has accepted the Goods and/or Services):
- 6.2.1. to reject any Goods (in whole or in part) whether or not title has passed to the Company and to return them to the Supplier at the Supplier's own risk and expense;
- 6.2.2. to require the Supplier to repair or replace any rejected Goods and/or re-perform the relevant Services; and/or
- 6.2.3. to exercise any or all of the rights set out in conditions 6.1.1 to 6.1.4.
- 6.3. These Conditions shall also apply to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.4. The Company's rights and remedies under this condition 6 are in addition to its rights and remedies under the remainder of this

Contract and any rights and remedies that are implied by statute and/or common law.

## 7. Charges

- 7.1. The Charges payable by the Company for any Goods shall be the price set out in the Order, which shall, subject to condition 7.5, be inclusive of all taxes, customs, duties and other public dues and the costs of package, supply, insurance, carriage, delivery and installation of the Goods, unless otherwise agreed in writing by the Company.
- 7.2. The Charges payable by the Company for any Services shall be the price set out in the Order, which shall be the full and exclusive consideration for the Delivery of the Services. Unless otherwise agreed in writing by the Company, the charges shall include every cost and expense that the Supplier may directly or indirectly incur in connection with the Delivery of the Services, including all travel and subsistence costs, royalties, licence fees and other expenses.
- 7.3. Unless otherwise stated in the Order, the Supplier shall be entitled to invoice the Company (i) in respect of Goods, on or at any time after signature of an acknowledgement of Delivery of the relevant Goods by the Company and (ii) in respect of Services, on completion of the Delivery of the Services to the Company's satisfaction. Each invoice must be rendered in accordance with the Company's normal invoicing procedure as notified to the Supplier from time to time, and must include such supporting information as may be required by the Company to verify the accuracy of the invoice, including, but not limited to, the relevant purchase order number issued by the Company.
- 7.4. In consideration of the Delivery of Goods and/or Services by the Supplier in accordance with this Contract, the Company shall pay properly due Charges from 30 days and within 90 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier. The Company shall be entitled to make payments to the Supplier via automated bank transfer, and the Supplier shall provide the Company with all necessary details of the account to which payments should be made. The Supplier shall submit invoices in accordance with the invoicing procedures notified to it by the Company from time to time.
- 7.5. All amounts payable by the Company under this Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"), which shall be payable by the Company in addition to the Charges at the prevailing rate, subject to receipt by the Company of a valid VAT invoice.
- 7.6. If the Company fails to pay any amount properly due and payable by it under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment. This condition 7.6 shall not apply to any Charges or payments that the Company withholds or disputes in good faith.
- 7.7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in Delivering the Goods and the Services, and the Supplier shall allow the Company to inspect such records at any time on the Company's reasonable request.
- 7.8. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any amount due by the Supplier to the Company. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Company to the Supplier.
- 7.9. No increase in the Charges may be made (whether on account of increased material, labour or transport costs, indexation, fluctuation in rates of exchange or otherwise) without the prior written consent of the Company. No amount in addition to the Charges shall be payable by the Company unless agreed in writing and either (i) signed by an authorised representative of the Company or (ii) confirmed by the issue by the Company of an amendment to the Order.

## 8. Intellectual Property

- 8.1. Except to the extent expressly agreed to the contrary in the Order and/or the Specification, the Supplier hereby assigns to the Company (or shall procure the assignation or assignment to the Company), with full title guarantee and free from all third party rights, all Intellectual Property Rights and all other rights in and to the Deliverables. The assignation or assignment effected by this condition 8.1 shall take effect from the date of this Contract or as a present assignation or assignment of future rights that shall take

effect immediately on the coming into existence of the relevant Intellectual Property Rights or other rights.

- 8.2. The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of this Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Company in accordance with condition 8.1.
- 8.3. Without prejudice to condition 8.1, the Supplier hereby grants to the Company, the ScottishPower Group Companies a perpetual, irrevocable, royalty-free, transferable (including the right to grant sub-licences to their respective agents and contractors) licence to use any (i) proprietary, pre-existing software that (a) is described in the Order and/or the Specification and/or (b) is otherwise provided to the Company and/or any other ScottishPower Group by or on behalf of the Supplier and (ii) background intellectual property rights owned the Supplier or any third party that are required in order for the Company and/or any ScottishPower Group Company to make use of any Goods and/or Deliverable(s).
- 8.4. The Supplier shall not acquire, pursuant to this Contract or otherwise, any right, title or interest in or to the Intellectual Property Rights of the Company and/or any ScottishPower Group Company, including the Company Materials referred to in condition 5.1.7.

## 9. Confidentiality

- 9.1 The Supplier undertakes to maintain in the strictest confidence:
- 9.1.1 all information obtained from the Company and/or any ScottishPower Group Company or third parties (whether verbally or in writing and in any format) regarding the Contract, the performance of the Contract and/or any other activity of the Company and/or any ScottishPower Group Company (including, without limitation, any request for bid, the bid, the Contract and any other information relating to the Company's and/or any ScottishPower Group Company's respective customers, personnel, contractors, business and/or activities); and
- 9.1.2 all information created, developed or formulated from any of the information referred to in condition 9.1.1, together, the "Confidential Information".
- 9.2 In particular, the Supplier and its Representatives (as defined below) may have access to commercially sensitive information which could entail a competitive advantage to companies dedicated to the generation, distribution, transmission and/or supply of electricity or gas in Great Britain. Therefore, unless the Company expressly advises the Supplier otherwise, the disclosure of such information by the Supplier and/or any of its Representatives to any of these companies (whether or not they belong to the ScottishPower Group) is prohibited. The purpose of this condition 9.2 is to comply with the provisions of the Code of Incompatible Activities for the Iberdrola Group companies with regulated activities published on the [www.iberdrola.com](http://www.iberdrola.com) corporate website.
- 9.3 The following will not be considered Confidential Information:
- 9.3.1 if it is in the public domain on the disclosure date by the Company or later becomes so without any non-compliance with this Condition 7 on the part of the Supplier;
- 9.3.2 if it is known to or is legally in the possession of the Supplier, without any restriction or obligation of confidentiality regarding it, before the disclosure date by the Company;
- 9.3.3 if it is legitimately obtained from a third party not subject to obligations of confidentiality; or
- 9.3.4 if it is developed independently by the Supplier without using Confidential Information.
- 9.4 Should the Supplier be legally required to disclose any Confidential Information by any competent judicial or administrative authority (including but not limited to, oral questions, interrogations, requests for Confidential Information or documents, civil, administrative or criminal investigations or similar proceedings), it shall immediately communicate such requirement and the relevant information to the Company in writing, such that the Company may initiate relevant actions aimed at preventing, whenever legally possible, the disclosure of such Confidential Information and the breach of the terms of this condition 9.
- 9.5 If due to constraints on timescales, the Company is unable to prevent the disclosure of any Confidential Information in the circumstances described in condition 9.4, the Supplier shall provide the relevant authority in question only with that part of the

- Confidential Information that, in the opinion of its legal advisers, it is obliged to disclose, and will use its best efforts to treat the Confidential Information disclosed confidentially, informing the Company of the exact part of the Confidential Information disclosed. In the absence of specific instruction by the competent authority regarding the part of the Confidential Information that must be disclosed by legal imperative, any decision on this must be taken by the Supplier after consultation with the Company.
- 9.6 The Supplier guarantees and undertakes (i) that the Confidential Information to which it and/or its Representatives (as defined below) has access will be protected with adequate security measures to prevent the Confidential Information from being disclosed to third parties, including, but not limited to, in accordance with the provisions of Condition 9 below; and (ii) that it shall have and shall ensure that its Representatives exercise the degree of care and take the actions necessary to comply with the confidentiality obligations imposed under this condition 9.
- 9.7 The confidentiality obligations described in this Condition 9 shall remain in force until five (5) years have passed since the termination or expiry of the Contract.
- 9.8 The Supplier shall be liable for any breach of the confidentiality obligations set forth in this Contract by any of its shareholders, administrators, Personnel, assignees, subcontractors or professional advisers (referred to in this condition 9 as its "Representatives") who have had access to the Confidential Information. The Company reserves the right to take pertinent legal actions to defend its interests regarding the breach of confidentiality.
- 9.9 The Supplier will indemnify the Company for all losses, claims damages, expenses and costs suffered or incurred by the Company and/or any ScottishPower Group Company arising directly or indirectly from the breach by the Supplier and/or by any of its Representatives of the confidentiality obligations provided for in this condition 9 or the disclosure or unauthorised use of the Confidential Information.
- 10. Insurance and Indemnity**
- 10.1. The Supplier shall maintain in force during the period of this Contract and for 12 months after termination or expiry of this Contract adequate insurance cover (having regard to the nature and extent of its obligations under this Contract and any compulsory statutory requirements) with reputable insurers, including (without limitation) public liability insurance with a sum insured of not less than £1,000,000 per event or series of connected events and any other insurances expressly required by the Company as set out in the Order and/or Specification. The Supplier shall provide to the Company, at any time on request, evidence of the insurances in place pursuant to this condition 10.1. For the avoidance of any doubt, the risks, obligations, responsibilities and/or liabilities of the Supplier under and/or pursuant to this Contract are not limited to taking out the insurance policies required pursuant to this Clause 10.1, and the Supplier's liability under and/or pursuant to this Contract shall not be limited or restricted to the amount(s) insured and/or recovered under any insurance policies maintained by the Supplier at any time or from time to time.
- 10.2. The Supplier shall indemnify and keep the Company and all ScottishPower Group Companies fully and effectively indemnified against all losses, liabilities, damages, costs, charges, claims and expenses arising from or incurred by the Company, any ScottishPower Group Company and/or any of their respective employees, agents, sub-contractors and/or customers to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from:
- 10.2.1. any injury (including death) to or of any persons or loss of or damage to any property which arises out of the negligence, breach of contract or other act, omission or default of the Supplier (including the Supplier's employees, contractors and agents) and/or any injury (including death) to or of any persons or loss of or damage to any property, including any injury, loss or damages which arises from an event in respect of which the Supplier is required to maintain insurance pursuant to this Contract;
- 10.2.2. any claim that any Goods, Services and/or Deliverables infringe the Intellectual Property Rights of any third party; and/or
- 10.2.3. any other direct or indirect breach or negligent performance or failure or delay in the Supplier's performance of the Supplier's obligations under and/or pursuant to this Contract; and/or
- 10.2.4. any liability to tax, employer and employee national insurance contributions and, if applicable, apprenticeship levy that may arise as a result of, or in connection with, deemed employment (within the meaning of the off-payroll working rules contained in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (the "Off-Payroll Working Rules")) of any worker engaged by the Supplier or otherwise made available to deliver the Services.
- 10.2.4. In the event that the Company provides its prior written consent to any proposed sub-contracting by the Supplier in accordance with condition 14.5, the Supplier acknowledges and agrees that such consent shall not relieve the Supplier from any of its obligations under and/or pursuant to this Contract and the Supplier shall remain responsible for all acts and omissions of its permitted sub-contractors and all of its officers, staff, agents, personnel and contractors, whose acts and omissions shall be deemed to be acts and omissions of the Supplier.
- 11. Termination**
- 11.1. Without prejudice to conditions 11.2 and 11.3, the Company is entitled to terminate this Contract without liability to the Supplier at any time on providing not less than 7 days' prior written notice to the Supplier.
- 11.2. Either party may terminate this Contract immediately upon giving written notice to the other if the other party becomes insolvent or bankrupt or has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if any party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.
- 11.3. Without prejudice to conditions 11.1 and 11.2, the Company may terminate this Contract immediately upon giving written notice to the Supplier in the event that:
- 11.3.1. the Supplier commits a material breach of any term of this Contract provided that, if the breach is capable of being remedied, the Supplier has failed to remedy the breach within 7 days after receipt of a written request from the Company to do so;
- 11.3.2. the Supplier ceases, or threatens to cease, to carry on all or any part of its business;
- 11.3.3. the Supplier disposes of, or threatens to dispose, of all or any part of its business; and/or
- 11.3.4. the Company, acting reasonably, considers that any conduct, act, omission or default of the Supplier (or any of its staff or contractors) is prejudicial to the commercial interests and/or reputation of the Company and/or any ScottishPower Group Company.
- 12. Consequences of Expiry or Termination**
- 12.1. Following expiry or termination of this Contract for any reason the Supplier shall on request by the Company return or supply to the other all documents, data and other material in its possession containing any Confidential Information.
- 12.2. Expiry or termination of this Contract for whatever reason shall not affect the accrued rights of the parties arising out of this Contract as at the date of expiry or termination and, in particular, the right to recover damages from the other nor shall expiry or termination affect the continuance in force of any provision contained within this Contract which is expressly or by implication intended to continue in force on or after such expiry or termination including conditions 2, 4.3, 4.6, 4.7, 5, 6, 8, 9, 10, 12 and 14 which shall survive termination and/or expiry of this Contract and shall remain in full force and effect.
- 12.3. The parties do not intend that expiry or termination of this Contract shall give rise to a relevant transfer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). In the event that any person employed or engaged by the Supplier (or the Supplier's sub-contractors or agents) claims that his or her contract of employment has transferred to any ScottishPower Group Company (or any replacement supplier) pursuant to TUPE (or any legislation in any jurisdiction having similar or equivalent effect to TUPE) on termination or expiry of this Contract (or at any other time), the Supplier shall indemnify and keep the relevant ScottishPower Group Company fully indemnified on demand against any claims, actions, demands or proceedings brought against any ScottishPower Group Company or any replacement supplier by any such persons and any losses, liabilities, damages, costs, charges and expenses suffered or incurred by any ScottishPower Group Company or any replacement supplier in connection with the employment and/or termination of employment of such

persons, whether arising before, on or after termination or expiry of this Contract.

**13. Supplier Corporate Social Responsibility**

- 13.1. The Supplier must ensure that the following measures are followed within its organisation in the performance of its obligations under this Contract:
- 13.1.1. promote good practices, which foster and promote respect for human rights;
  - 13.1.2. avoid complicity – in any form – in human rights abuses;
  - 13.1.3. respect the freedom to join unions or the right of workers to engage in collective bargaining, subject to legal requirements existing under the law governing this Contract;
  - 13.1.4. without prejudice to condition 14.9, eliminate all types or sorts of forced and compulsory labour, understood to be all types of work or service demanded from an individual under the threat of any sort of punishment. Work should be obtained from the individual freely and voluntarily;
  - 13.1.5. avoid any type of child labour in its organisation, respecting minimum contracting ages in accordance with applicable, in force legislation, and possess suitable and reliable means for the verification of employees' age;
  - 13.1.6. eliminate all discriminatory practices with respect to employment and occupation. To this effect, any distinction, exclusion or preference based on race, colour, gender, religion, political opinion, national or social origin, whose consequence is the nullifying or altering of equality with respect to opportunities or work in one's employment and occupation, shall be considered to constitute discrimination;
  - 13.1.7. maintain a preventative focus in the face of environmental issues in order to achieve sustainable development, limiting activities which may negatively impact the environment; and
  - 13.1.8. without prejudice to condition 14.8 combat corruption in all of its forms, including extortion and bribery. To this effect, corruption will be understood to be the abuse of power with which one has been entrusted for private gain.
- 13.2. Without prejudice to condition 5.1.2, the Supplier agrees to comply with all applicable legislation in force which is linked to the provisions set out in this condition 13.
- 13.3. The Supplier agrees to notify the Company with regard to any situation in which a breach of the aforementioned principles is identified by the Supplier, as well as with regard to the plan to remedy such a breach. The Supplier shall also provide a plan for the remedy of any breach of the aforementioned principles that is identified by the Company. In the event that corrective plans are not implemented, the Company reserves the right to terminate this Contract.
- 13.4. Where the Supplier, in the performance of its obligations under this Contract is authorised by the Company to sub-contract any of its obligations, the Supplier must ensure that all of its sub-contractors provide commitments to the Supplier that are substantially the same as those set out in this condition 13.
- 13.5. The Supplier will, at all times during the period in which this Contract is in force, permit the Company to review the degree of compliance with the principles established in this condition 13.

**14. Miscellaneous**

**14.1. Force Majeure**

Neither party shall be liable to the other for any total or partial failure, including interruption or delay, in the performance of its respective duties or obligations under this Contract if such failure arises from or is attributable to a Force Majeure Event. Each party shall notify the other if it becomes aware that a Force Majeure Event will, or is likely to, affect the performance of its obligations. As soon as practicable following after such notification, the parties shall consult with each other in good faith and the party affected by the Force Majeure Event shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. The Company shall be entitled to terminate this Contract (without the Company having any liability to the Supplier) with immediate effect by notice to the Supplier in the event that a Force Majeure Event affects the Supplier's performance of all or any significant part of its obligations under this Contract for a period of 7 days or more.

**14.2. Data Protection and Information Security**

The parties shall each comply with their obligations under the Data Protection Legislation in relation to the processing of personal data by each of them in connection with performance of their obligations under this Contract. Without prejudice to the foregoing obligation, where the Supplier processes personal data belonging

to the Company, any ScottishPower Group Company and/or their respective customers, suppliers or agents in the course of providing the Services, the provisions of the Schedule shall apply to the Supplier.

**14.3. Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract to the exclusion of any other terms and conditions. This Contract supersedes and replaces any prior written or oral agreements, representations (excluding fraudulent or negligent misrepresentation) and undertakings between the parties.

**14.4. Waiver**

Any failure or delay by the Company to enforce any of the Company's rights shall not be construed as a waiver of the Company's rights. Any waiver of rights by the Company in relation to any breach by the Supplier must be in writing and shall not be construed as a waiver of the Company's rights in relation to any other breach.

**14.5. Alienation**

The Supplier shall not be entitled to assign, novate, sub-contract or otherwise transfer any of the Supplier's rights and/or obligations under this Contract without the Company's prior written consent. The Company shall be entitled to assign, novate, sub-contract or otherwise transfer any of the Company's rights and/or obligations under this Contract to any other ScottishPower Group Company, and shall provide the Supplier with written notice of the same.

**14.6. Severance**

If any provision of this Contract is found to be illegal or unenforceable in whole or in part, the other provisions of this Contract and the remainder of the relevant provision shall continue in full force and effect.

**14.7. Variation**

The Company may request a change to the timing, nature, description or extent of the Goods and/or Services at any time. Any change that is agreed in writing and signed by both parties shall be subject to the terms of this Contract. No variation to this Contract shall be binding upon the parties unless made in writing and signed by an authorised representative of each of the parties.

**14.8. Prevention of Corruption**

The Parties agree that:

- 14.8.1. each party shall comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 14.8.2. each party shall have and shall maintain in place throughout the term of this Contract, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010; and
- 14.8.3. without prejudice to condition 14.8.1, the Supplier shall not offer or agree to give any person working for or engaged by any ScottishPower Group Company any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between the Supplier and any ScottishPower Group Company. For the purpose of this condition 14.8, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

**14.9. Prevention of Modern Slavery**

- 14.9.1. The Supplier represents and warrants to the Company that:
  - 14.9.1.1. it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under s.1, s.2 and s.4 of the Modern Slavery Act 2015, if carried out in the UK ("slavery and human trafficking");
  - 14.9.1.2. all employees and agency workers of the Supplier are paid in compliance with all applicable employment laws and minimum wage requirements;
  - 14.9.1.3. it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier's business;
  - 14.9.1.4. it will include in its contracts with its subcontractors and suppliers in connection with this Contract slavery and human trafficking provisions that are at least as onerous to the subcontractor or supplier as those set out in this Contract; and

14.9.1.5. it will respond to all reasonable requests for information required by the Company for the purposes of completing the Company's annual anti-slavery and human trafficking statement.

14.9.2. The Supplier will permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect an instance of slavery and human trafficking, to access and take copies of records and any other information held at the premises and to meet with personnel and more generally to audit compliance with its obligations under this condition 14.9. The Supplier shall give all necessary assistance to the conduct of such audits during the term of this Contract.

14.9.3. Any instances of slavery and human trafficking connected to the Supplier will entitle the Company to immediately terminate this Contract on providing notice to the Supplier (and without any liability by the Company to the Supplier).

14.10 **Status** 14.10.1 The Supplier is an independent contractor and nothing in this Contract shall create any employment, joint venture or similar relationship between the parties or render the Supplier an agent or partner of the Company or any other ScottishPower Group Company and the Supplier shall not hold itself out as such. The Supplier shall not have any right or power to bind the Company and/or any other ScottishPower Group Company to any obligation.

14.10.2 The Supplier warrants and undertakes:

14.10.2.1 that all personnel engaged by it or otherwise made available to deliver the Services are engaged as employees on a Pay-As-You-Earn (PAYE) basis, either directly by it, or by an umbrella company engaged by the Supplier and properly accredited by the FCSA (Freelancer & Contractor Services Association);

14.10.2.2 that none of the personnel engaged by it or otherwise made available to deliver the Services will do so through an intermediary (as defined for the purpose of the Off-Payroll Working Rules) in such a manner that Off-Payroll Working Rules could apply to the engagement of such personnel;

14.10.2.3. that it will promptly notify the Company in writing if it becomes aware that, or reasonably suspects that, any breach of the warranties and undertakings given at 14.10.2.1 and/or 14.1.2.2. has occurred.

14.10.3 If the Company receives a notice pursuant to condition 14.10.2.3, or otherwise reasonably suspects that the Supplier has breached any of the Supplier's warranties and undertakings in this condition 14.10, the Company may either (in its sole discretion):

14.10.3.1. withhold any Charges due to the Supplier; or

14.10.3.2. instruct the Supplier to immediately remove any such personnel who are performing and completing the Services in breach of the warranties and undertakings given in this condition 14.10 and, if requested by the Company, to replace such worker with another worker who is engaged as an employee on a Pay-As-You-Earn (PAYE) basis, either directly by the Supplier, or by an umbrella company engaged by the Supplier and properly accredited by the FCSA (Freelancer & Contractor Services Association); or

14.10.3.3 both 14.10.3.1 and 14.10.3.2.

14.11. **ScottishPower Group Companies**

This Contract is entered into by the Company for the benefit of all of all ScottishPower Group Companies and without prejudice to the foregoing generality each such ScottishPower Group Company shall have the benefit of all licences, warranties, undertakings and indemnities granted in favour of the Company under this Contract. The Parties agree that (i) the Company shall be entitled to enforce the relevant terms of this Contract (and to recover any losses suffered and/or incurred by any ScottishPower Group Company) on behalf of any ScottishPower Group Company as if it were a party to this Contract and (ii) any ScottishPower Group Company shall also have the right to rely on and to enforce the terms of this Contract as if it were a party to this Contract.

14.12. **Third Party Rights**

Subject to condition 14.11, a person who is not a party to this Contract has no right to enforce any term of this Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.

14.13. **Notices**

Any notice or other communication required to be given to a party under or in connection with this Contract must be in writing and must be delivered to the other party personally or sent by prepaid first-class post, recorded delivery post or by commercial courier, to

its registered office (if a company) or (in any other case) its principal place of business. Any notice sent by post or courier shall be deemed to have been on the second business day after despatch and any notice delivered personally shall be deemed to have been received on the first business day after despatch. For the purposes of this condition, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

14.14. **Governing Law**

Where the principal place of Delivery under this Contract is within Scotland, this Contract shall be construed in accordance with and governed in all respects by the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts. Where the principal place of Delivery under this Contract is outside Scotland, this Contract shall be construed in accordance with and governed in all respects by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

14.15. **Covid-19**

Notwithstanding any other provision in this Contract, the Supplier: (i) agrees that it has entered into this Contract with full knowledge of and having taken into account the existence, effect and impact of Covid-19 and any of its related strains or mutations, including the measures adopted by acts of government, local government and regulatory bodies in relation to this as at the date of this Contract; (ii) hereby warrants and represents to the Company that Covid-19 does not and will not affect the completion in full of the Supplier's obligations under this Contract; and (iii) agrees that Covid-19 shall not give rise to, and shall not be considered, a Force Majeure Event for the purposes of this Contract.

**SCHEDULE – DATA PROTECTION REQUIREMENTS**

This is the Schedule referred to in the foregoing ScottishPower Group – Standard Conditions of Purchase.

**1 Data Protection Requirements**

1.1. In this Schedule, the following terms shall have the meanings given to them below:

1.1.1. "Data Controller", "Data Processor", "Data Subject" "Personal Data", "Personal Data Breach" and "Process" have the meanings given to them in the applicable Data Protection Legislation, except that, for the purposes of this Schedule, the term "Process" shall be deemed to include both manual and automatic processing;

1.1.2. "Processing Particulars" means details of the (a) the subject matter, duration, nature and purpose of the Processing to be carried out by the Supplier; (b) the type of the ScottishPower Personal Data being Processed; and (c) the categories of Data Subjects, as may be advised by the Company or any other ScottishPower Group Company to the Supplier from time to time;

1.1.3. "Relevant Personnel" means those employees of the Supplier and/or of any permitted Sub-processor that are required to have access to and/or to Process the ScottishPower Personal Data in order for the Supplier to perform its obligations under the Contract;

1.1.4. "ScottishPower Personal Data" means any Personal Data that the Supplier is provided with access to, Processes and/or is required to Process in connection with the performance of the Contract; and

1.1.5. "Sub-processor" means any sub-contractor, person, party or entity appointed by the Supplier that Processes and/or will be required to Process any ScottishPower Personal Data in connection with the performance of the Contract.

1.2. Subject to paragraph 1.10, the Company shall be the Data Controller and the Supplier shall be a Data Processor in respect of the Processing of the ScottishPower Personal Data in connection with the Contract (including, without limitation, where the Supplier and/or any Relevant Personnel collect any relevant ScottishPower Personal Data specifically for the purposes of providing the Services), unless the Parties agree otherwise in writing in respect of any particular ScottishPower Personal Data.

1.3. Each party warrants and undertakes to the other party that it shall comply with all duties and obligations imposed on it pursuant to

the Data Protection Legislation in relation to the Processing of Personal Data in connection with the Contract.

1.4 . The Supplier warrants and undertakes to the Company that in the performance of its obligations under the Contract and in the Processing of all ScottishPower Personal Data it shall (a) comply with the Data Protection Legislation, (b) comply with the terms of this Schedule (c) not perform its obligations under the Contract nor Process any ScottishPower Personal Data in such a way as to cause the Company and/or any other ScottishPower Group Company to breach any of its applicable obligations under the Data Protection Legislation.

1.5. The Supplier warrants and undertakes to the Company that it shall:

1.5.1. Process the ScottishPower Personal Data only in accordance with the instructions from the Company (which may be specific instructions or instructions of a general nature and which will include instructions given by email) including those set out in the Contract or as otherwise notified by the Company to the Supplier from time to time (whether by way of a set of Processing Particulars or otherwise);

1.5.2. Process the ScottishPower Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by applicable laws or regulations or by the binding requirement of any regulatory body;

1.5.3 implement appropriate technical and organisational measures to protect the ScottishPower Personal Data against unauthorised or unlawful Processing and against accidental damage, loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the ScottishPower Personal Data and having regard to the nature of the ScottishPower Personal Data to be Processed and shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects. These measures shall include, without limitation:

- (a) where appropriate, the pseudonymisation and/or encryption of ScottishPower Personal Data;
- (b) measures which ensure the confidentiality, integrity, availability and resilience of all systems that are used to Process ScottishPower Personal Data;
- (c) measures which enable the Supplier to restore the availability of and access to the ScottishPower Personal Data in a timely manner (and in accordance with any specific timescales advised by the Company) in the event of an incident which affects such availability and/or access; and
- (d) a process for regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of Processing, taking into account, in particular, the risks that are presented by Processing, in particular from a Personal Data Breach;

1.5.4 without prejudice to its obligations to implement and maintain measures in compliance with paragraph 1.5.3, comply with the Company's security and information security policies and/or procedures as advised to the Supplier from time to time;

1.5.5 take all reasonable steps to ensure the trustworthiness and reliability of any Relevant Personnel who have access to the ScottishPower Personal Data;

1.5.6 not engage any Sub-processor without the prior written authorisation (whether specific or general) of the Company and the Supplier shall ensure that:

- (a) it undertakes thorough due diligence on the proposed Sub-processor, including a risk assessment of the information governance related practices and processes of the proposed Sub-processor, which will be used by the Supplier to inform any decision on appointing the proposed Sub-processor;
- (b) it provides the Company with such information as it may require in respect of the Sub-processor including, without limitation, the results of the due diligence referred to in paragraph 1.5.6(a) above;
- (c) a written contract is put in place with each Sub-processor that is authorised by the Company pursuant to this paragraph 1.5.6, which places on the Sub-processor obligations in respect of the ScottishPower Personal Data which are materially and

substantially equivalent to (and no less onerous than) the obligations set out in this Schedule; and

(d) the Sub-processor's right to Process the ScottishPower Personal Data terminates automatically on expiry or termination of the Contract for whatever reason.

1.5.7. ensure that only such Relevant Personnel who require to have access to the ScottishPower Personal Data in order for the Supplier to perform its obligations under the Contract shall have access to the ScottishPower Personal Data. The Supplier shall ensure that, prior to being provided with access the ScottishPower Personal Data for the purposes of the Contract, all Relevant Personnel are (a) informed of the confidential nature of the ScottishPower Personal Data and have undergone training in the law of data protection and in the care and handling of personal data and are bound by obligations of confidentiality which cover the ScottishPower Personal Data and (b) where required by the Company, have had an appropriate criminal record check conducted by the Supplier in respect of them and such check has not disclosed any convictions of a nature that would prevent them from having access to the ScottishPower Personal Data;

1.5.8. ensure that the Supplier and the Relevant Personnel do not publish, disclose or divulge any of the ScottishPower Personal Data to any third party (other than to any permitted Sub-processor) unless the Supplier is expressly directed in writing to do so by the Company (in the Contract or otherwise) or the Supplier is required to do so under applicable law. Where the Supplier is required by law to publish, disclose or divulge any ScottishPower Personal Data, it should notify the Company in writing immediately and before making the disclosure;

1.5.9. notify the Company promptly (and in any event within two (2) Working Days) if it or any Sub-processor is subject to an undertaking, information notice, enforcement notice, "stop now" notice or investigation by any regulatory body in connection with data protection or privacy laws;

1.5.10. notify the Company promptly (and in any event within two (2) Working Days) if it or any Sub-processor receives a request from a Data Subject (a "SAR") to obtain access to that Data Subject's Personal Data and/or a complaint or request (whether from the Information Commissioner's Office or otherwise) relating to the Company's and/or any ScottishPower Group Company's obligations under the Data Protection Legislation, and shall provide the Company with:

- (a) a copy of the SAR, complaint or request; and
- (b) reasonable co-operation and assistance in relation to the SAR, complaint or request and the fulfilment of the Company's and/or any Scottish Group Company's obligations under the Data Protection Legislation in respect of such SARs, complaints and/or requests; and

(c) ensure that no Personal Data is disclosed by the Supplier and/or any Sub-processor in response to a SAR, complaint or request without the Company's prior written consent;

1.5.11. notify the Company promptly (and in any event within 24 hours) upon becoming aware of any confirmed, suspected or threatened data breach (including any Personal Data Breach or any other breach of the Data Protection Legislation and/or this Schedule) which relates directly or indirectly to the Contract. The Supplier shall:-

- (a) provide the Company with such information and assistance as the Company may require in relation to the data breach;
- (b) take such steps and implement such measures as the Company may direct in order to control and/or mitigate the breach and restore the security of the compromised data;
- (c) assist the Company (at the Company's request) to make any notifications to the Information Commissioner's Office and affected Data Subjects; and
- (d) not make or permit any announcement to any party in relation to the data breach without the Company's consent, which consent may be subject to conditions at the Company's sole discretion;

1.5.12. maintain accurate written records of the Processing it undertakes in connection with the Contract, together with such other records as the Company may reasonably require and/or as the Supplier is legally required to keep under the Data Protection Legislation, and the Supplier will provide the Company (or its representatives) with access to and copies of such records at any time on the Company's request;

1.5.13. permit the Company or its Representatives (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Supplier's data processing activities (and/or those of

any Sub-processors and/or Relevant Personnel) and the Supplier shall comply with all reasonable requests or directions by the Company to enable the Company to verify and/or procure that the Supplier is in compliance with its obligations under the Contract;

1.5.14. not Process ScottishPower Personal Data outside the UK or European Economic Area without the prior written consent of the Company. Where the Company consents to such Processing outside of the UK or European Economic Area, the Supplier shall comply with such conditions and/or measures in relation to such Processing as the Company may notify to the Supplier;

1.5.15. provide the Company with such assistance (in connection with the Contract) as the Company may reasonably require in connection with the duties imposed on the Company and/or any ScottishPower Group Company under the Data Protection Legislation, without limitation, with respect to security measures, personal data breach notifications, records and data protection impact assessments; and

1.5.16. at the Company's discretion and direction, return and/or permanently and securely destroy (so that it is no longer retrievable) all ScottishPower Personal Data held or otherwise Processed by the Supplier, any Sub-processors and/or any Relevant Personnel in connection with the Contract upon cessation of the performance of its relevant obligations under the Contract. The Supplier shall ensure that a copy of the personal data is only retained where and to the extent required by applicable law.

1.6. The Supplier warrants, undertakes and represents that it shall obtain and maintain during the term of the Contract all such notifications and consents it is required to maintain under the Data Protection Legislation to enable it to lawfully provide Personal Data to the Company as required for the performance by the Supplier of its obligations under the Contract and/or in order to enable the Company to receive the benefit of the Contract.

1.7. Where the performance of the Contract involves the Supplier, any permitted Sub-processor and/or any Relevant Personnel collecting or obtaining any ScottishPower Personal Data from Data Subjects, the Supplier warrants and undertakes that the Supplier Personal Data will be collected or obtained:

1.7.1. in accordance with the terms of the Data Protection Legislation;

1.7.2. in a manner which ensures that the Company is able to use the Supplier Personnel for the relevant purposes set out in the Contract and/or that may be reasonably contemplated by the terms of the Contract (including, without limitation, by ensuring that appropriate fair processing notices are given to the Data Subjects and, where applicable, that the Data Subject has provided its express, informed consent to the relevant Processing of their Personal Data); and

1.7.3. in accordance with all instructions that are issued by the Company in connection with the particular activities, as such instructions may be updated by the Company from time to time.

1.8. The Supplier shall provide such assistance as may be requested by the Company in relation to any data protection impact assessments and/or consultations with relevant regulatory bodies that the Company may undertake in connection with its duties under the Data Protection Legislation.

1.9. The Supplier shall ensure that all permitted Sub-processors and Relevant Personnel comply with the terms of this Schedule and the Data Protection Legislation. Any act, omission, default or breach by any permitted Sub-processor and/or Relevant Personnel shall be deemed to be an act, omission, default or breach by the Supplier for the purposes of the Contract.

1.10. The Supplier's obligations under this Schedule do not extend to any Personal Data relating to Supplier's and/or any of its permitted sub-contractor's personnel that are engaged in the performance of the Supplier's obligations under the Contract that is generated by the Supplier solely for the purposes of its (or its permitted sub-contractor's) internal human resources procedures and records ("HR Purposes"). The Supplier acknowledges and agrees that it (or the relevant permitted sub-contractor) is a Data Controller in respect of the Processing of such Personal Data for the HR Purposes and the Supplier undertakes to comply with (and to ensure that its permitted sub-contractors comply with) its obligations under Data Protection Legislation in respect of such Personal Data.

1.11. Without prejudice to the Company's other rights or remedies under the Contract and/or at law and to the Supplier obligations and responsibilities as a Data Processor under and/or pursuant to the Data Protection Legislation, the Supplier shall indemnify and keep the Company and all ScottishPower Group Companies fully and effectively indemnified from and against all losses, liabilities, claims, actions, demands, proceedings, damages, costs, charges and/or

expenses (including legal and other professional fees and expenses) made against, suffered and/or incurred by the Company and/or any ScottishPower Group Company arising from, relating to and/or in connection with any breach by the Supplier, any Sub-processor and/or any Relevant Personnel of any of the terms of this Schedule and/or the Data Protection Legislation.

1.12. The Company reserves the right to notify the Supplier, at any time and from time to time, of any amendments and/or additions to this Schedule that the Company (in its sole discretion) considers are necessary and/or appropriate in order to (a) enable, ensure and/or facilitate the Company's (and/or any ScottishPower Group Company's) compliance with the Data Protection Legislation and/or (b) ensure that the terms of this Schedule provide the Company (and the ScottishPower Group Companies) with adequate rights and protections in relation to the Supplier's Processing of ScottishPower Personal Data, having regard to the terms of any Data Protection Legislation. Any amendments and/or additions that may be notified by the Company to the Supplier pursuant to this paragraph 1.12 shall have effect from the date set out in the relevant notice issued by the Company.