

# AF Short Form Terms & Conditions of Purchase

**Admighty Foundation**, An NGO Registered under the Section 8 of Companies Act of 2013 ,408, Narayana Arcade, Narol-Aslali Highway, Narol, Ahmedabad-382405, India (“**AF**”); and

(company number [REDACTED]) with its registered office at (“**Supplier**”).

## 1. Definitions

In this document (a) “**Acceptance**” means the written acknowledgement of acceptance by AF of the Products and or Services (or constituent part thereof), that have been delivered to AF (and “accepted” in relation to AF shall be construed accordingly); (b) “**Affiliate**” means, in relation to a party, any entity and person Controlled by, Controlling or under common Control with that party “Control” has the meaning given to it in section 1124 of the Corporation Tax Act 2010; (c) “**Agreement**” means the Purchase Order together with (i) SOW (if any) attached thereto or provided separately to Supplier, and (ii) these Terms; (d) “**AF Policies**” means the applicable policies and procedures of AF or its customers (if any) such as Supplier code of conduct, security, travel health and safety and any other related business policies as implemented by AF or its customers from time to time; (e) “**Data Controller**” means, a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed; (f) “**Data Processor**” means, a person who (either alone or jointly or in common with other person) processes the Personal Data as per the instructions of Data Controller; (g) “**Expenses**” means any out-of-pocket third party costs and expenses (for example, travel, accommodation and subsistence) reasonably and properly incurred by Supplier or its Affiliate in performing its obligations under the Agreement; (h) “**Fees**” means the price, fees and/or charges of the Products and/or Services set out in the Purchase Order or SOW; (i) “**Goods and Services Tax**” or “**GST**” means the indirect tax levied on supply of goods or services or both by the Central and State Government; (j) “**IPR**” means any and all copyrights and other rights associated with works of authorship throughout the world, including, without limitation, neighbouring rights; trademark and trade name rights and similar rights; patents, designs and other industrial property rights and improvements thereto; and all other intellectual and industrial property rights (registered or unregistered, of any kind and nature throughout the world and however designated); (k) “**Personal Data**” means data which relate to a living individual who can be either identified from those data or from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual; (l) “**Processing**” means, in relation to information or data, obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including without limitation (i) organisation, adaptation or alteration of the information or data, (ii) retrieval, consultation or use of the information or data, (iii) disclosure of the information or data by transmission, dissemination or otherwise making available, or (iv) alignment, combination, blocking, erasure or destruction of the information or data; (m) “**Products**” means the goods, item, product or

component, software or hardware identified in the Agreement and any related deliverable as specified therein, to be provided by Supplier to AF; (n) “**Purchase Order**” means the AF purchase order; (o) “**Services**” means any services to be provided by Supplier as set out in the Agreement and any services, functions, activities and responsibilities, which are generally considered (and may not specifically be described in the Agreement) in the industry as part of the Services or to be reasonably necessary or incidental to the provision of the Services; (p) “**Statement of Work or SOW**” means the document (including any schedules or exhibits thereto) which describes in further detail the Products or Services to be provided by Supplier pursuant to the Purchase Order; (q) “**Supplier Personnel**” means the directors, employees, agents, advisors, consultants and sub-contractors (engaged in the provision of providing Product or Services) of Supplier and Supplier Affiliate; (r) “**Terms**” means these AF Short Form Terms & Conditions of Purchase.

## 2. Applicability

- 2.1. These Terms apply to the express exclusion of Supplier’s terms and conditions to all requests, quotations, offers, Purchase Orders and order confirmations between AF and Supplier, as well as to any ensuing or related agreements, except where AF and Supplier have executed a separate written (framework) agreement for the supply of products or services with the express exclusion of these Terms. No conduct by AF shall be deemed to constitute a waiver of these Terms or acceptance of any terms put forward by Supplier.
- 2.2. AF and/or its Affiliates may order Products and/or Services from Supplier and/or its Affiliates under these Terms. Any reference to AF in the Agreement shall be deemed to reference AF Affiliate and any reference to Supplier in the Agreement shall be deemed to reference Supplier Affiliate.
- 2.3. The Agreement shall at all times prevail over any terms Supplier may seek to impose at any time including those referred to or included in an invoice.
- 2.4. A Purchase Order shall be deemed accepted by Supplier unless Supplier confirms otherwise to AF in writing within five (5) business days of the issue of the Purchase Order. A quotation or offer from Supplier shall in no event be binding on AF unless AF has sent a written confirmation.

## 3. Provision of Services

- 3.1. Supplier shall render the Services at the locations agreed in the Agreement and in strict accordance with the specifications, timelines and milestones set out in the Agreement.
- 3.2. Unless otherwise specified in a SOW, Supplier hereby grants to AF and its Affiliates, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and transferable license to use the IPR as incorporated in any Product or deliverable part of the Services to use, make backup copies of, distribute, modify and enhance such item in the course of AF’s normal business operations.

## 4. Delivery; Provision of Products

- 4.1. Supplier shall deliver the Products in accordance with the delivery date, quantity, Fees and any other detail specified by AF in the Agreement.

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- 4.2. Supplier shall be responsible for the proper packing and packaging of the Products purchased hereunder. Supplier shall number each package separately, as appropriate, and clearly display the corresponding Purchase Order number. An itemised packing slip bearing the Purchase Order number must be placed on each package.
- 4.3. Unless specified otherwise in the Purchase Order, all Products will be delivered at AF's designated delivery location specified on the Purchase Order or as advised in writing by AF and all duties and taxes on the Products shall be paid subject to the exemptions available, if any, to the respective AF delivery location.
- 4.4. AF has the right to reject or return the Products, at Supplier's cost, if they do not conform with the agreed specifications or Supplier's description and claim a full refund of any Fees paid along with the customs and clearing charges, if any. If Supplier fails to ship all or any portion of the Products on or before the promised shipping date, AF shall have the right to cancel the Purchase Order, without liability, for any Products not yet shipped.
- 4.5. Risk in and title in the Products will pass to AF on Acceptance by AF, without prejudice to any of the rights or remedies of AF pursuant to the Agreement or law.

### 5. Fees; Invoicing

- 5.1. Fees shall be fixed and are exclusive of GST and other taxes or duties required as applicable by law for transactions of such nature. Fees are inclusive of all charges and costs (including but not limited to inspection, packaging, Expenses and shipping costs).
- 5.2. Should there be any general fall in the market prices, AF may seek a commensurate reduction of the Fees. No extra charges or fees (including, without limitation, cancellation charges) will apply unless specifically agreed in writing by AF in advance and detailed in the Purchase Order.
- 5.3. Supplier shall not render an invoice until the day following Acceptance. Unless agreed otherwise in the Purchase Order or SOW: (i) Supplier shall issue only one invoice for the total amount owed for the Products and/or the Services, and (ii) payment of the Fees will be due sixty (60) days from the date of receipt of a valid and sufficiently detailed invoice by AF, except for any amounts disputed by AF in good faith. The Supplier shall be required to provide its permanent account number, GST registration number and other relevant information and documents so as to enable AF to withhold appropriate taxes, deposit the same with the tax authorities and the Supplier is able to claim credit in respect of the same.
- 5.4. If any undisputed sum payable under this Agreement is not paid after the date due, then Supplier may only charge late payment interest on the outstanding undisputed amount at the rate of 1% per annum above the then-current base lending rate of State Bank of India.
- 5.5. If AF is required by law to withhold tax from any sum due under this Agreement, AF shall be entitled to pay the amount due to Supplier, less a deduction for such withholding tax, and AF shall account to the relevant tax authority for that withholding tax.

### 6. Warranties

- 6.1. Supplier warrants and represents that:
- the Supplier has the full power and authority to enter into the Agreement and to perform its obligations under the Agreement;
  - the Supplier shall comply with all local legal and statutory laws and regulations, including but not limited to laws relating to health and safety, environment laws, employee provident fund, pension funds, employee state insurance, and its amendments thereto.
  - the Supplier, Supplier's Affiliates, sub-contractors, sub-contractor's supplier (the "Third Party") and any person associated with the Supplier and Supplier Affiliate (directly or indirectly), shall comply with the Sexual Harassment of Women At Workplace (Prevention, Prohibition And Redressal) Act, 2013 and all other applicable laws, rules and regulations (as amended from time to time).
  - the Products and/or Services are fit for the purpose of their intended use by AF and as otherwise specified in the Purchase Order or SOW;
  - the Products and/or Services (i) conform to the specifications, drawings and/or other descriptions set forth or referenced in the Agreement, and (ii) are free from defects in design, materials and workmanship;
  - it will deliver to AF good and marketable title to the Products, free and clear of all liens, security interests, claims and other encumbrances;
  - the Products and/or Services meet all regulatory, legal and industry standards and comply with all acceptable standards of safety, applicable environmental laws, and health and safety laws;
  - the Products and/or Services are compatible with and will not diminish the performance of any AF hardware, firmware or software;
  - the Products and/or Services (and any associated deliverables) do not and shall not, alone or in combination, infringe or violate any third party IPR, trade secret, right of privacy or other proprietary interest whatsoever;
  - all Services shall be performed with reasonable skill and care by appropriately skilled and qualified personnel and to the highest industry standards; and
  - Supplier has all necessary consents, licences, authorisations and approvals required to provide the Products and/or Services and Supplier will comply with all reasonable directions of AF in the provision of the Products and/or Services.
- The foregoing warranties and representations are in addition to all other warranties, express, implied, or statutory and shall survive any inspection, Acceptance and payment.
- 6.2. Supplier shall indemnify and hold AF (and its Affiliates) harmless against all losses, actions, claims, demands, costs (including loss of or corruption of data and reasonable legal costs), expenses and liabilities of whatsoever nature incurred or suffered by AF (or any of its Affiliates) arising out of or relating to any breach of or omissions under this Agreement (including, without

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limitation, breach of any warranty and/or any claim of alleged or actual infringement of any patents and/or intellectual property rights of a third party in respect of the Products, Services and/or related deliverables).

- 6.3. In case of any actual or alleged infringement as referenced in clause 6.2 above, Supplier shall, at its own expense and as requested by AF, procure for AF the right to continue using the Product and/or Services, or replace or modify the Product and/or Services so that it becomes non-infringing and continues to meet the requirements of AF for which the Product and/or Services was purchased.

## 7. Liability

- 7.1. Nothing in these Terms shall limit or exclude either party's liability (i) for any loss to the extent it is caused by fraud, gross negligence or wilful misconduct, (ii) for death or personal injury caused by its (or its agents') negligence, or (iii) for any breach of the terms implied by section 14 of the Sale of Goods Act 1930; or (iv) any other liability that may not otherwise be limited or excluded by law.
- 7.2. Without prejudice to clause 7.1. above, neither party will be liable under any circumstances (including accidental, negligent or omissions by any party) whether based on a claim in contract, tort (including negligence) or misrepresentation, for any direct or indirect (i) loss of profits; (ii) loss of revenue; (iii) loss of anticipated savings; (iv) loss of business opportunity; (v) loss of goodwill or injury to reputation; or for any indirect and consequential loss whatsoever.
- 7.3. AF's total aggregate liability, whether in contract, tort, negligence or otherwise, howsoever arising out of or in connection with the Agreement, shall in no event exceed the Fees set out in the Purchase Order.

## 8. Term; Termination

- 8.1. Each Agreement shall have a fixed term of 12 months from (i) the date indicated in the Purchase Order or SOW, or (ii) in absence thereof the date of Supplier's signature of the Purchase Order, unless otherwise agreed by the Parties in writing.
- 8.2. This Agreement may be terminated forthwith upon written notice:
- by AF, if Supplier fails to perform any of Supplier's obligations under the Agreement, including, without limitation, failure to meet the agreed delivery dates or time schedule for performance;
  - by AF, in whole or in part, for convenience upon 15 days written notice (including e-mail) to Supplier;
  - by either party, for material breach of these Terms (excluding non-payment of fees) and where capable of remedy, if such breach is not remedied within thirty (30) days of receipt of the written notice requiring the breaching party to remedy the breach and reasonably detailing such breach; or
  - by either party, if the other ceases trading or becomes insolvent or has a winding up resolution or order passed or has a liquidator, receiver, trustee, administrator or analogous appointment over all or part of its assets or enters into arrangements with creditors.
- 8.3. In case of termination by AF pursuant to (a) to (d) above, AF will pay Supplier for all Services and Products

provided and accepted in accordance with the Agreement through the effective date of termination. AF will have no further payment obligation in connection with any such termination.

- 8.4. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement, including without limitation, clause 7 and this clause 8.4.

## 9. Confidentiality; Publicity

- 9.1. Each party shall keep all information of the other party of which it becomes aware, or is provided with, in connection with the supply of any Products and/or Services, as well as the (existence of) the Agreement, strictly confidential. Disclosure to any third party is subject to prior written consent of the other party, except that disclosure to a party's Affiliate, or its (or its Affiliates'), professional advisors or sub-contractors, in each case on a need to know basis for purposes of the Agreement, is permitted; provided that (i) any such third party is subject to substantially similar confidentiality obligations, and (ii) each disclosing party shall be responsible for any confidentiality breach committed by any such third party. Supplier shall use AF's information only for the purposes of performance of the Agreement. At AF's request, Supplier shall promptly return any and all information received without retaining any copy thereof.
- 9.2. The above duty of confidentiality shall not apply to any information which is lawfully within the public domain, was provided to Supplier by any third party without breach of any obligation of confidentiality or where such disclosure is required by law or instruction from a governmental or competent authority.
- 9.3. Each party shall refrain from disclosing in any advertising, referral, publicity or any other material (including any electronic media) the existence of any agreement or any proposed agreement or collaboration between Supplier and AF without the prior written consent of the other party (which may be withheld at the other party's sole discretion).
- 9.4. This clause 9 shall survive termination of the Agreement for a period of three (3) years.

## 10. Data Protection

- 10.1. Parties shall comply with any and all applicable data protection laws and regulations, as amended from time to time and as developed by any local regulation and where required shall mean all laws and regulations of the European Union and the United Kingdom relating to Personal Data, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").
- 10.2. Where the Services provided by Supplier involves Processing, handling, dealing of AF Personal Data in any form, including electronic form, the Supplier undertakes to (i) maintain the most absolute secrecy with respect to any Personal Data to which they have access and/or could process in performing any agreement with AF; and (ii) maintain reasonable security practices and measures; and (iii) comply with all provisions contained in the Information Technology Act 2000 ("IT Act"), and as

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- amended from time to time, or the legislation which replaces it in the future. In the above-mentioned situation, AF will act as Data Controller and the Supplier will act as Data Processor.
- 10.3. In particular, if the Agreement between AF and the Supplier involves or could involve data processing, the Supplier undertakes to refrain from applying or using the Personal Data for any purpose other than that established in the Agreement.
- 10.4. Supplier shall apply the appropriate technical and organisational security measures, providing sufficient guarantees in respect of those security measures governing the Processing to be carried out. The strength of the security measures to be implemented by the Supplier shall be consistent with the nature and category of the Personal Data being accessed, pursuant to the legislation in force, the international security standards and the guidelines of AF as Data Controller.
- 10.5. Supplier shall not transfer or process or assign, or cause the transfer or Processing, of Personal Data outside India without the prior written consent of AF. Notwithstanding anything contained in this Agreement, if Supplier transfers any Personal Data outside India, the Supplier shall comply with all applicable data protection laws of the country where the Personal Data is transferred/ to or processed by the Supplier. The Supplier shall be responsible for any acts/ omissions or breach by its Affiliates, its sub-contractors or any third parties who processes AF's Personal Data on behalf of the Supplier under this Clause 10.5
- 10.6. Supplier shall be liable for all losses, damages, claims, expenses, fines (including fines levied by any regulatory authority) arising from the breach of its obligation under clause 10 and shall indemnify AF and AF Affiliates against such losses, damages and claims.
- 10.7. Supplier shall, upon expiration or termination of the Agreement, (a) return AF's Personal Data, (b) must not keep any copies of the Personal Data and (c) must securely erase or destroy all records or documents containing Personal Data relating to AF, its Affiliates and/or any third parties. Supplier accepts and confirms that it is solely liable for any unauthorised or illegal processing or loss of Personal Data if Supplier fails to erase or destroy the Personal Data upon expiration or termination of the Agreement.
- 10.8. Supplier shall where there is a statutory retention period, keep the Personal Data for the duration of that retention period to the standards set out in this clause 10 and shall then erase or destroy the Personal Data in the manner set out in clause 10.7.
- 10.9. The Supplier shall obtain from AF its specific authorisation in writing to subcontract with third companies or professionals, on behalf of AF.
- 10.10. Until two (2) years from the expiry or termination of the Agreement, AF retains all rights to audit Supplier and Supplier subcontractor's records (in all forms, including electronic) and its premises at any time during the term of the Agreement. AF shall conduct these audits with prior written notice to the Supplier.
- 10.11 In addition, in those cases where there is Personal Data transfer, access or Processing by the Supplier, AF and the Supplier shall sign a Data Processor Agreement (DPA) which shall constitute an inseparable part of these Terms.
- 11. Other Provisions**
- 11.1. No purported variation or modification of these Terms shall have effect unless expressly agreed to in writing by AF.
- 11.2. Supplier shall, and shall procure that Supplier's Personnel shall, comply with Supplier's obligations and AF Policies under the Agreement.
- 11.3. Time is of the essence with respect to Supplier's provision of Services and/or Products under the Agreement. Any delays shall be immediately reported to AF and AF shall be entitled to terminate the Purchase Order or SOW without any charge under clause 8.2(a) if Supplier fails to meet the agreed delivery times.
- 11.4. The failure of either party to enforce or to exercise, at any time or for any period of time, any term or any right arising pursuant to the Agreement shall not constitute or be construed as a waiver of such term or right and shall in no way affect that party's right.
- 11.5. Supplier shall carry out a detailed pre-employment background and reference screening prior to assignment of Supplier Personnel to AF premises or AF customers' premises and before allowing such employees access to AF's or its customer's systems and networks. Such screening shall, at a minimum, be consistent with the industry standard and any requirements as instructed by AF. Upon request by AF, Supplier shall promptly make available copies of the relevant screening reports and procedural documentation.
- 11.6. AF has the right to audit Supplier's compliance with the Agreement (including the AF Policies). Supplier shall permit or procure permission for AF or its authorised representative during normal business hours having given advance written notice of no less than five (5) business days, access to any premises and facilities, books and records reasonably required to audit Supplier's compliance with its obligations under the Agreement and provide all cooperation as reasonably required by AF.
- 11.7. Each party undertakes that it shall duly observe all its obligations under laws and regulations regarding data protection to the extent applicable to the activities undertaken by each party. To the extent the nature of the Services requires Supplier to process Personal Data relating to AF or any of its customers, Supplier shall process such Personal Data at all times in accordance with the instructions of AF and only to the extent required for the performance of its obligations under the Agreement. Supplier shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful disclosure or processing (including, without limitation, unnecessary collection or further processing). Such measures shall take into account the state of the art and assure an adequate level of protection having regard to the risks involved in the processing and the nature of the data to be secured. Supplier shall immediately inform AF in writing in case of a breach of any of the security measures put in place and specify which Personal Data

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and of whom is, or may be, affected by such breach. Supplier shall not transfer or process, or cause the transfer or processing, of Personal Data outside India without the express prior written consent of AF. Supplier shall, upon expiration or termination of the Agreement, securely erase or destroy all records or documents containing Personal Data relating to AF, its Affiliates and/or customers. Supplier accepts and confirms that it is solely liable for any unauthorised or illegal processing or loss of Personal Data if Supplier fails to erase or destroy the Personal Data upon expiration or termination of the Agreement. "Personal Data" means any and all information relating to an identified or identifiable individual, including, without limitation, AF or its Affiliates' current or former employees, customers, suppliers, business partners or contractors.

- 11.8. Supplier shall not assign, transfer, sub-contract, delegate or otherwise dispose of any or all of its rights and/or obligations under the Agreement without the prior written consent of AF (which will not be unreasonably withheld).
- 11.9. Supplier acknowledges that AF is the exclusive owner of its intellectual property (including, without limitation, patents, trademarks, and all goodwill in the AF trademarks) and that nothing in this Agreement grants Supplier any right, title and/or interest in and to the AF intellectual property, other than as expressly specified in the Agreement.
- 11.10. Neither party shall be liable for any breach of the Agreement as a result of anything outside its reasonable control ("*Force Majeure*") that was not foreseeable at the time of entry into the Agreement and that prevents that party from (timely) performing the relevant obligation under the Agreement. Force Majeure on the part of Supplier will in any event not include (i) shortage of personnel; (ii) any industrial event or dispute relating to Supplier, Supplier Personnel (including, without limitation, strikes), sub-contractors, or any person acting on their behalf; (iii) any other failure in Supplier's or sub-contractor's supply chain; and (iv) breach of contract by sub-contractors or other third parties. Supplier shall immediately inform AF of any delay expected as a result of Force Majeure and AF will be entitled to (i) extend Supplier's time of performance; or (ii) terminate the uncompleted portion of the Purchase Order at no cost to Supplier.
- 11.11. If any term herein is found to be void or unenforceable then such term shall be severed and all other terms shall remain in full force and effect. Any severed term shall be replaced with a provision which meets as closely as possible the intent of the parties having consideration to the commercial, economic and service requirements of AF, but at all times minimising or excluding any risk to AF.
- 11.12. Unless indicated otherwise in these Terms, in the event of a conflict between these Terms and the Purchase Order, these Terms shall prevail.
- 11.13. The Agreement, including any specifications or descriptions approved by AF, shall constitute the entire agreement between the parties and supersedes any prior understandings.
- 11.14. Any notice to be given pursuant to the Purchase Order or these Terms shall be in writing and addressed to the party at the address stated on the first page hereof. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with

tracking capabilities, upon receipt; (iii) if sent by AF, by electronic mail, and at such time as it receives confirmation of receipt or (iv) if sent by registered mail, within five (5) days of sending.

- 11.15. In the event the Supplier intends to get this Agreement stamped and/or registered, if any duties and/or levies are payable, including, but not limited to stamp duty, for such stamping and registration, such duties and/or levies will be borne solely by the Supplier.

### 12. Governing law

- 12.1 The Agreement and any ensuing agreement shall be governed by and construed in accordance with the laws of the Republic of India. Each party irrevocably agrees that the courts of New Delhi, India shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement and ensuing agreement (including its formation and termination).
- 12.2 Provided that, when a dispute/difference between the parties arises, the parties shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one (21) days, then, depending on the position of the case, either party shall give notice to the other party of its intention to commence proceedings in accordance with clause 12.1 above.

### 13. Anti-Bribery, Anti-Corruption and Anti-Fraud

- 13.1 The Supplier and Supplier Affiliate shall comply with the provisions as specified in Schedule 1 of this Agreement.
- 13.2 AF may, without limiting its other rights or remedies, terminate this Agreement (including all PO, SOW) with immediate effect without any liability and obligations by written notice to the Supplier if the Supplier, Supplier Affiliate, Supplier Personnel, Subcontractor or Third Party is in breach of Schedule 1 (including all Exhibits) of this Agreement.

<signature page follows>

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Signed for and on behalf of:

**Admighty Foundation**

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

Designated Partner

\_\_\_\_\_

**Date:**

\_\_\_\_\_

Signed for and on behalf of:

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

# AF Short Form Terms & Conditions of Purchase

## Schedule 1 Anti-Bribery, Anti-Corruption and Anti-Fraud

1. The Supplier and Supplier Affiliate represents and warrants that:
  - 1.1 the Supplier, Supplier Affiliates, Supplier Personnel, Subcontractors,, subcontractor's supplier (the "**Third Party**") and any person associated with the Supplier and Supplier Affiliate (directly and/or indirectly), are in compliance with, and shall comply with, all applicable laws and regulations (and as amended from time to time) relating to corruption, bribery, modern slavery, ethical business conduct and practices, money laundering, political contributions, gifts and gratuities, lawful expenses, fraud and taxation (including, without limitation, the UK Bribery Act 2010, US Foreign Corrupt Practices Act 1977 and the UK Criminal Finances Act 2017 (as amended));
  - 1.2 the Supplier, Supplier Affiliates, Supplier Personnel, Subcontractors, Third Party and any person associated with the Supplier and Supplier Affiliates (directly and/or indirectly) shall ensure:
    - (i) they have not directly or indirectly paid, offered or promised to pay, or authorised the payment of, or requested, accepted, or agreed to accept; and
    - (ii) they will not directly or indirectly pay, offer or promise to pay, or authorise the payment of, or request, accept or agree to accept

any money or anything of value to or from any person (including, without limitation, any Government or Public Official) for the purpose of influencing or inducing any act or decision of such person or to obtain or retain business in connection with the Services provided or any activity under this Agreement (any such payment, a prohibited payment).
1. In Clause 1.2, **Government or Public Official** means any:
  - (a) officer or employee of a government or any department, agency or instrumentality thereof;
  - (b) person acting in an official capacity on behalf of a government;
  - (c) officials or employees of government-owned or government-controlled corporations;
  - (d) political party, political party official, candidate for political office;
  - (e) officer or employee of any public international organisation;
  - (f) members of any royal family;
  - (g) honorary government officials; and
  - (h) any relatives or family members of any of the foregoing.
3. The Supplier and Supplier Affiliates shall implement appropriate due diligence procedures to ensure compliance under this Schedule 1 (including Exhibit A) and shall ensure the Subcontractors and Third Parties comply with the obligations under this Schedule 1 and Exhibit A.
4. The Supplier and Supplier Affiliates shall ensure to maintain appropriate anti-bribery, anti-corruption, anti-fraud and anti-tax evasion and facilitation of tax evasion policies and will abide by the provisions of those policies and will ensure its Subcontractors and Third Parties and any person associated with the Supplier and Supplier Affiliate (directly and/or indirectly) shall comply with such policies.
5. AF shall impose and secure from the Subcontractors and Third-Party obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights (including termination rights in the event of breach) equivalent to those imposed on and secured from the Supplier and Supplier Affiliate under this Schedule 1 (**the "Relevant Terms and Conditions"**). Without prejudice to any other applicable provisions of the Agreement, the Supplier and Supplier Affiliate shall be responsible for performance and observance by the Supplier Personnel, Subcontractors and Third Party of the Relevant Terms and Conditions and shall be directly liable to AF (including AF Affiliates) for any breach by the Subcontractor and Third Party of the Relevant Terms and Conditions. For the purpose of this Schedule 1, **Subcontract** means each contract or agreement entered into by the Supplier and Supplier Affiliate with the subcontractor (whether or not in writing) under which the subcontractor agrees to provide all or any part of the Services or information technology facilities or services used in the provision of all or any part of the Services under this Agreement or any purchase order or invoice; and **Subcontractor** means a subcontractor of the Supplier and Supplier Affiliate engaged by the Supplier and Supplier Affiliate under a Subcontract.
6. The Supplier and Supplier Affiliate acknowledges that any breach by Supplier Personnel, Subcontractors and Third Party of any of the representations and warranties under the Agreement and this Schedule 1 or any breach of the Relevant Terms and Conditions shall represent material breach of the Agreement which cannot be cured. All claims for payment by the Supplier/ Supplier Affiliate shall be automatically terminated and cancelled and the Supplier/Supplier Affiliate shall forthwith return all payments previously paid to AF. The Supplier and Supplier Affiliate shall further indemnify and hold AF, AF Affiliates, its directors, officers, employees, agents and subcontractors harmless against any and all claims, losses, expenses, fees (including legal fees), costs and damages arising from and relating to breach or cancellation of this Agreement, or both under this Schedule 1.

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7. The Supplier and Supplier Affiliate shall keep detailed, accurate and valid records showing all payments made by it in connection with performance of its obligations under this Agreement. The Supplier shall, upon reasonable notice, allow AF and its representatives to inspect these records and take copies of them. AF will conduct audit of Supplier and Supplier's Subcontractors (including Third Parties) of its records and premises as per clauses 10.10 and 11.6 of the Agreement.

### EXHIBIT A

The Supplier and Supplier Affiliate shall:

- (a) Ensure to conduct appropriate due diligence before engaging with any Subcontractor and Third Party and upon request share valid and accurate documentation with AF on the Subcontractors (including Third Party) engagement terms;
- (b) Maintain detailed documentation (in a tracker form) and minutes of the meetings) on the number of meetings and visits with Government or Public Officials;
- (c) Inform AF in advance about any planned meetings with the Government or Public Officials relating to the performance of the Services and shall, each time, be accompanied by a AF representative;
- (d) Comply with AF's Supplier Code of Conduct, in letter and spirit, and shall further ensure their Subcontractor (and Third Party) shall comply with it;
- (e) Not employ or otherwise make payments to any employee of AF during the course of any transaction.