

## GENERAL TERMS

### 1. DEFINITIONS and RULES OF INTERPRETATION

The Definitions and Rules of Interpretation to be used in this Purchase Order are at Schedule A.

### 2. NATURE OF AGREEMENT

2.1 This Purchase Order shall come into effect on the Purchase Order Date and, subject to earlier termination pursuant to Clause 6 (*Termination*), shall continue until such time as the Services have been Accepted by Qrometric (**Term**).

2.2 This Purchase Order is the only basis on which Qrometric will purchase the Services from the Supplier. The Supplier hereby waives and shall continue to waive any terms and conditions that the Supplier may otherwise seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in a Supplier quotation, the Statement of Work, order acknowledgement, on the Supplier's website or other sales materials or media or on any delivery note.

### 3. SUPPLY OF SERVICES

3.1 In consideration of Qrometric paying the Charges, Supplier shall provide the Services for the Term.

3.2 Supplier shall perform the Services:

3.2.1 with reasonable skill and care;

3.2.2 in accordance with all applicable laws which apply to the provision of the Services in England and Wales;

3.2.3 in accordance with the Statement(s) of Work in all respects; and

3.2.4 in accordance with the terms and conditions set out in this Purchase Order.

### 4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Supplier shall retain all Intellectual Property Rights in the Supplier Background IPR (collectively **Supplier IPR**).

4.2 Qrometric shall retain (or be granted by the Supplier) all Intellectual Property Rights in:

4.2.1 Qrometric Background IPR;

4.2.2 the Foreground IPR that the Supplier develops during the Services (collectively **Qrometric IPR**).

4.3 The Supplier shall indemnify and hold Qrometric harmless against any damages (including reasonable costs and expenses) that are awarded by a court to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Work Product(s) by Qrometric infringes the patent, copyright, registered design or trademark rights of such third party (an **Intellectual Property Infringement**) provided that Qrometric:

4.3.1 notifies the Supplier of any Intellectual Property Infringement promptly after becoming aware of it;

4.3.2 gives the Supplier sole conduct of the defence of any claim or action in respect of an Intellectual Property Infringement and does not admit liability or otherwise attempt to settle or compromise the said claim or action; and

4.3.3 acts in accordance with the Supplier's reasonable instructions and gives the Supplier such assistance as the Supplier may reasonably require in respect of the conduct of the defence of such claim.

4.3.4 makes no admission in relation to the claim without the prior consent of Supplier; and

4.3.5 takes all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the claim.

4.4 The Supplier shall have no obligation under Clause 4.3 to the extent that a claim for infringement or misappropriation results solely and directly from:

4.4.1 use of the Work Product(s) by Qrometric in combination with other software or technology, if the infringement would not have occurred but for such combined use;

4.4.2 use of or incorporation into the Work Product(s) of any specification, technique, or design furnished by Qrometric, if the infringement would not have occurred but for such incorporation or use;

4.4.3 use of the Work Product(s) other than as is permitted by this Purchase Order, if the infringement would not have occurred but for such use; or

4.4.4 failing to take commercially reasonable steps under the circumstances to avoid or limit the infringing activity and to avoid infringement or to mitigate any damages for which Qrometric seeks indemnity under Clause 4.3.

4.9 THE PROVISIONS OF THIS CLAUSE 4 STATE THE SUPPLIER'S ENTIRE LIABILITY AND OBLIGATIONS AND QROMETRIC'S EXCLUSIVE REMEDY WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF PROPRIETARY RIGHTS (INCLUDING BUT NOT LIMITED TO PATENT AND COPYRIGHTS), CAUSED BY QROMETRIC'S USE OF THE WORK PRODUCT(S) OR ANY PART OF THEM.

## 5. SUPPLIER OBLIGATIONS

5.1 The Supplier warrants that:

5.1.1 it has the right to enter into this Purchase Order;

5.1.2 it is knowledgeable with and shall comply with all applicable export and import laws, regulations, orders and policies;

5.1.3 its execution of this Purchase Order will not result in a breach of any other agreements or contracts to which it is a party;

5.1.4 no claim, lien or action exists or is threatened against the Supplier as regards Qrometric's rights granted by the Supplier under this Purchase Order;

5.1.5 the Services do not infringe any privacy, publicity, reputation or intellectual property rights of a third party;

5.1.6 it has disclosed to Qrometric in writing the existence of any third party code, including without limitation Open Source code, that is included in or is provided in connection with the Work Products;

5.1.7 the Work Products comply fully with all licensing agreements applicable to such third party or Open Source code; and

5.1.8 all authors have agreed not to assert their moral rights in the Work Products, to the extent permitted by law.

## 6. TERMINATION

6.1 **Termination for Convenience:** Qrometric may (without incurring any liability to make any payment to the Supplier other than Charges which are due and payable at such date) terminate this Purchase Order at any time on fourteen (14) days' written notice to the Supplier.

6.2 **Termination for Default:** Either Party may terminate this Purchase Order (in whole or in part) if the other Party commits a material breach of this Purchase Order (including, by way of example, a material failure by the Supplier to meet the Acceptance Criteria for any Service) and fails to remedy such breach within seven (7) days after receiving written notice of such breach.

6.3 **Automatic Breach:** Without limitation, any breach of Clause 8 (*Confidentiality*) or Clause 9 (*Ethical Conduct*) shall automatically be deemed to be a material breach.

6.4 **Termination for Insolvency:** Either Party (**Terminating Party**) may terminate this Purchase Order immediately by giving the other Party (**Defaulting Party**) written notice if the Defaulting Party has a receiver, administrator or liquidator (provisional or otherwise) appointed; is subject to a notice of intention to appoint an administrator or any other resolution on insolvency; passes a resolution for the Defaulting Party's winding-up; has a winding-up order made by a court against the Defaulting Party; enters into any composition or arrangement with creditors; ceases to carry on business; is the subject of anything similar or equivalent to that set out in this Clause 6.4 under any applicable laws; or the Defaulting Party is subject to any change of Control. The Defaulting Party shall notify the Terminating Party immediately upon the occurrence of any such event or circumstance.

6.5 **Consequences of Termination:** Following expiry or termination of this Purchase Order:

6.5.1 any provisions which expressly or impliedly continue to have effect after expiry or termination of this Purchase Order shall continue in force;

6.5.2 all other rights and obligations shall immediately cease but shall not affect either Party's rights, obligations, Claims and liabilities which may exist at or prior to the date of expiry or termination;

6.5.3 subject to Clause 6.5.4, each Party shall immediately cease using the other Party's Confidential Information and shall as soon as reasonably possible, if requested to do so, return to the other Party all of the other Party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and

6.5.4 each Party may keep any of the other Party's Confidential Information which it requires to comply with any applicable law. Clause 8 (*Confidentiality*) shall continue to apply to any retained Confidential Information of the other Party.

## 7. LIABILITY and INSURANCE

7.1 Nothing in this Purchase Order shall operate to exclude or restrict either Party's Liability:

7.1.1 for death or personal injury resulting from its negligence;

7.1.2 for its fraud or fraudulent misrepresentation;

7.1.3 for breach of obligations arising under section 12 Sale of Goods Act 1979 or section breach of the term implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

7.1.4 for any matter for which it is not permitted by law to exclude or limit its Liability.

7.2 Subject to Clause 7.1, neither Party shall have any Liability to the other Party for any:

7.2.1 loss of profit, goodwill, revenue or data; or

7.2.2 any indirect, consequential or special loss.

7.3 This Clause shall survive termination of this Purchase Order.

7.4 Subject to Clause 7.1, Clause 7.2 and 7.6, each Party's liability to the other under this Purchase Order shall be capped in aggregate at 125% of the total Charges paid and payable under this Purchase Order.

7.5 The Supplier shall have insurance cover with a reputable insurer to cover its obligations and potential liability under this Purchase Order including (but not limited to) public liability insurance cover and shall provide evidence of such insurance coverage at Qrometric's request.

## **8. CONFIDENTIALITY**

8.1 Except as set out in Clause 8.2, each Party (**Receiving Party**) shall:

8.1.1 use the Confidential Information of the other Party (**Disclosing Party**) solely to perform the Receiving Party's obligations and to exercise the Receiving Party's rights under this Purchase Order;

8.1.2 keep the Disclosing Party's Confidential Information secret, safe and secure; and

8.1.3 not disclose the Disclosing Party's Confidential Information to any other person.

8.2 The Receiving Party may disclose the Disclosing Party's Confidential Information:

8.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any government, public or regulatory body or any stock exchange (subject to giving the Disclosing Party written notice as soon as possible of such requirement and as permitted by law and regulation); and

8.2.2 to its officers, directors, employees and professional advisers and, in our case, our Affiliates, agents and sub-contractors, who need the Confidential Information in order for that Party to perform its obligations and exercise its rights under this Purchase Order.

8.3 A Party disclosing the other Party's Confidential Information under Clause 8.2.2 shall ensure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Clause 8 (*Confidentiality*).

8.4 Each Party acknowledges and agrees that damages alone may not be an adequate remedy for breach of this Clause 8 (*Confidentiality*). Accordingly, the Disclosing Party shall be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any breach or threatened breach of this Clause 8 (*Confidentiality*).

## **9. ETHICAL CONDUCT**

9.1 Supplier shall conduct its business ethically and lawfully in accordance with the highest standards adhered to by similar entities operating in UK.

9.2 Supplier represents and warrants that Supplier and its subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, including the Modern Slavery Act (2015), the UN's Guiding Principles on Business & Human Rights and the International Labor Organization's Conventions.

9.3 Supplier hereby acknowledges that it is aware of, and agrees to comply with, all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act and the Foreign Corrupt Practices Act (**FCPA**) (and related regulation and guidance).

## **10. NOTICES**

10.1 Formal notices and other legal communications provided for the purposes of this Purchase Order shall be in writing, in English and delivered by courier or by hand to the relevant Party's address as specified on the front pages of this Purchase Order (or such other address which is notified to the other Party in writing from time to time).

## **11. PERSONAL DATA PROTECTION**

11.1 Each Party shall comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

11.2 Each Party acknowledges that for the purposes of the Data Protection Legislation, Qrometric is the Controller and Supplier is the Processor.

11.3 Qrometric shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Supplier for the duration and purposes of this Purchase Order.

11.4 Supplier shall, in relation to any Personal Data that is Processed in connection with the performance by Supplier of its obligations under this Purchase Order:

- 11.4.1 Process that Personal Data only on the documented written instructions of Qrometric unless Supplier is required by Applicable Laws to otherwise Process that Personal Data;
- 11.4.2 ensure that it has in place appropriate Technical and Organisational Measures, (which may be reviewed and approved by Qrometric), to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 11.4.3 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- 11.4.4 not transfer any Personal Data outside of the European Economic Area without the prior written consent of Qrometric has been obtained and the following conditions are fulfilled:
  - (a) Qrometric or Supplier has provided appropriate safeguards in relation to the transfer;
  - (b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - (c) Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 11.4.5 assist Qrometric, at Qrometric's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify Qrometric without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 at the written direction of Qrometric, delete or return Personal Data and copies thereof to Qrometric on termination of this Purchase Order unless required by Applicable Law to store the Personal Data; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 11 and allow for audits by Qrometric or Qrometric's designated auditor and immediately inform Qrometric if, in the opinion of Supplier, an instruction infringes the Data Protection Legislation.

11.5 Qrometric does not consent to Supplier appointing any third party processor of Personal Data under this Purchase Order

## **12. AUDIT**

- 12.1 Supplier shall maintain (and subject to applicable law provide to Qrometric upon request) relevant business, technical and accounting records:
  - 12.1.1 to support Supplier's invoices;
  - 12.1.2 to show proof of required permits and professional licences; and
  - 12.1.3 to demonstrate compliance with Supplier's performance of its obligations under this Purchase Order,for not less than six (6) years following completion or termination of the relevant Services. All accounting records shall be maintained in accordance with generally accepted accounting principles.
- 12.2 Upon reasonable notice, Qrometric may, at no charge to Qrometric, audit Supplier's compliance with its obligations under this Purchase Order, including verifying compliance with applicable laws.
- 12.3 In connection with an audit, the Supplier shall provide Qrometric (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to Pimloc's registered trading address at which Supplier or any permitted subcontractor is providing or has provided services or deliverables under this Purchase Order and to all systems, data and business, technical and accounting records relating to Supplier's (and any subcontractor's) compliance with its obligations.
- 12.4 Supplier shall provide its full cooperation in any such audit, including by designating a focal point to support an audit and, if required by Qrometric, promptly securing the rights for Qrometric to directly request from any subcontractor, and for the subcontractor to promptly provide to Qrometric, access to such systems, data and records relating to the work performed by such subcontractors.

## **13. GENERAL**

- 13.1 This Purchase Order constitutes the entire agreement between the Parties in connection with the Services and supersedes any prior Purchase Order or arrangement in respect of its subject matter.

- 13.2 Neither Party has entered into this Purchase Order in reliance upon, and shall have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person) which is not expressly set out in this Purchase Order.
- 13.3 A Party's delay in exercising, partial exercising or failure to exercise a right or remedy under this Purchase Order shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the Party giving it.
- 13.4 If any provision of this Purchase Order is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such provision shall be deemed to be severed from this Purchase Order and this shall not affect the remainder of this Purchase Order which shall continue in full force and effect.
- 13.5 Except to the extent otherwise specified in this Purchase Order, variations or changes to this Purchase Order must be agreed in writing and duly executed by both Parties.
- 13.6 No partnership, agency or joint venture between the Parties shall be created by this Purchase Order.
- 13.7 Each Party is an independent contractor and is entering into this Purchase Order as principal and not as agent for or for the benefit of any other person.
- 13.8 This Purchase Order shall not be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 13.9 Neither Party shall assign, transfer, charge, hold on trust for any person or deal in any other manner with any of such Party's rights under this Purchase Order.

**14. SUBCONTRACTORS**

The Supplier shall not subcontract any of its work under the Purchase Order to any third party.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Purchase Order and any non-contractual obligations arising in connection with it are governed by the laws of England and Wales. The Courts of England and Wales have exclusive jurisdiction to determine any dispute arising in connection with this Purchase Order.

## Schedule A

### Definitions and Rules of Interpretation

1 The following terms have the following meanings:

<b>Acceptance Criteria</b>	means the standards and or tests specified as Acceptance Criteria for each Service (either in Schedule B ( <i>Services</i> ) or as otherwise agreed in writing by the Parties).
<b>Accepted</b>	means that the Service or Deliverable has met the applicable Acceptance Criteria and <b>Acceptance</b> shall have the equivalent meaning.
<b>Affiliate</b>	means any entity that Controls; is Controlled by or is under common Control with the referenced Party from time to time.
<b>Change</b>	means an amendment to the Purchase Order that has been duly executed by both Parties and executed under and in accordance with Clause 13.5.
<b>Charges</b>	means the charges payable by Qrometric to the Supplier for the Services as specified in Schedule C ( <i>Charges, Taxes and Invoicing</i> ).
<b>Claims</b>	means claims or proceedings made, brought or threatened by any person including without limitation any claims for breach of IPR.
<b>Confidential Information</b>	means all information and data in this Purchase Order and any information that relates to a Party (or any of its such Party's Affiliates) disclosed to the other Party in connection with the Purchase Order, but excluding information received by the other Party that: (i) is publicly available (other than through a breach of Clause 8 ( <i>Confidentiality</i> )); (ii) was received from a third party who did not acquire it in confidence; or (iii) is developed without any breach of this Purchase Order.
<b>Control</b>	has the meaning set out in Section 1124 of the UK Income and Corporation Taxes Act 2010 and <b>Controlled</b> shall have the equivalent meaning.
<b>Deliverables</b>	have the meaning given on the front page of this Purchase Order (as further explained at Schedule B ( <i>Services and Deliverables</i> ) and in the Statement of Work).
<b>Delivery</b>	means (as applicable) the provision of the Work Product by download to the email or other online locations specified by Qrometric or QROMETRIC from time to time.
<b>Foreground IPR</b>	means IPR that is created by the Supplier solely as a result of the Services or creation of the Deliverables.
<b>Qrometric Background IPR</b>	means the Qrometric processes; materials and IPR that exist at the Purchase Order Date or otherwise are created independently of this Purchase Order
<b>IPR</b>	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.
<b>Object Code</b>	means computer programming code substantially in binary form that is directly executable by a computer after processing, but without compilation or assembly.
<b>Parties</b>	means Qrometric and the Supplier and <b>Party</b> means either Qrometric or the Supplier (as context dictates).
<b>Purchase Order</b>	means this Purchase Order (including these General Terms; the front sheet signed by each of the Parties; each Schedule; the Statement of Work and each Change).

<b>Purchase Order Date</b>	means the date on which the second Party duly executes this Purchase Order.
<b>Services</b>	means the services to be delivered by Supplier to Qrometric as specified at Schedule B ( <i>Services, Deliverables and Governance</i> ) and in the Statement of Work.
<b>Statement of Work</b>	means a Statement of Work between the Parties that is created under, and in accordance with, this Purchase Order that will (on execution by both Parties) form an integral part of this Purchase Order.
<b>Supplier Background IPR</b>	means the Supplier processes; materials and IPR that exist at the Purchase Order Date or otherwise are created independently of this Purchase Order.
<b>Term</b>	has the meaning given in Clause 2.1.
<b>Work Product</b>	means any IPR, reports, documents, software or other materials created by Supplier for Qrometric arising from the Services. The Work Product may comprise Supplier Background IPR, Qrometric Background IPR and/or Foreground IPR.

- 2 Headings are for ease of reference and do not affect the interpretation of this Purchase Order.
- 3 References to a person include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality).
- 4 Any words following the words include, in particular or any similar expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.
- 5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 6 Any obligation on a Party not to do something shall include an obligation not to allow that thing to be done.
- 7 References to this Purchase Order are to this Purchase Order as amended, supplemented or novated by written amendments duly executed by both Parties from time to time.

