

MITIE CONTRACT FORM – APPENDIX 4 (SPECIAL CONDITIONS) TO KEY SUBCONTRACTORS AGREEMENT

MITIE has been engaged by Lloyds Banking Group plc ("**LBG**") to provide a total facilities management service in respect of its UK property estate under the terms of a master services agreement (the "**MSA**"). The Vendor acknowledges and agrees that these special conditions (the "**Special Conditions**") represent a flow-down from the MSA of specific obligations and rights. These Special Conditions are incorporated into the Agreement as Appendix 4 of the MITIE Contract Form.

1 PRECEDENCE

For the purposes of clarity these Special Conditions shall amend and in the event of conflict take precedence over the Purchase Terms and Conditions (Goods and Services).

2 THIRD PARTY RIGHTS

LBG shall in its own right be entitled to enforce the terms of the Agreement as if it were MITIE in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

3 ASSIGNMENT AND NOVATION

MITIE may assign, charge, transfer or otherwise deal in any or all of its rights and obligations under this Agreement to LBG and Vendor consents to all such dealings.

4 CONFIDENTIALITY AGREEMENT

If MITIE so requests, the Vendor shall (or shall procure that any individual employees, officers, contractors, or professional consultants of the Vendor) enter into a direct confidentiality agreement with LBG on the same terms as set out in Special Condition 12 (Confidentiality).

5 LBG DATA AND PROTECTION OF PERSONAL DATA

5.1 For the purposes of these Special Conditions, a reference to the "**Act**" is a reference to the Data Protection Act 2018, as amended.

5.2 The Vendor acknowledges that for the purposes of the Act LBG is a Data Controller under the MSA and that consequently MITIE and/or the Vendor may be acting as a Data Processor on behalf of LBG in respect of LBG Data. For the purposes of these Special Conditions "**LBG Data**" shall mean:

- (a) any data, information, text, drawings, diagrams, images, sounds or other Materials (together with any database made up of any of these) which are embodied in any medium (including any electronic, magnetic, optical or tangible media), and which are:
 - (i) supplied to the Vendor or by any employee, officer, agent or any other person whatsoever acting on behalf of the Vendor or otherwise under the Vendor's control and direction in the provision of the Works ("**Vendor Employees**") whether directly or indirectly by or on behalf of LBG and/or MITIE; or
 - (ii) which the Vendor is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which LBG, MITIE and/or the Vendor is the Data Controller;
- (c) any derivatives, compilations and copies of the foregoing in whatever form, including any redacted and/or aggregated versions of the same.

- 5.3 The Vendor acknowledges that any LBG Data belongs to LBG and undertakes (and shall procure that any subcontractor shall undertake) that:
- (a) LBG Data shall only be processed in accordance with LBG's express instructions, all applicable laws or as provided in writing by LBG's authorised representative;
 - (b) it will notify MITIE (unless prohibited from doing so) if:
 - (i) European Union, UK or Member State law to which it is subject requires it to process the LBG Data other than in accordance with the LBG's instructions;
 - (ii) it has reason to believe that the legislation applicable to it is likely to have a substantial adverse effect on the performance of its obligations and commitments in respect of Personal Data under this Agreement or otherwise prevents it from fulfilling the instructions received; or
 - (iii) it is of the opinion that an instruction from the LBG violates applicable Data Protection Laws;
 - (c) it will keep a record of any processing of Personal Data it carries out on behalf of LBG;
 - (d) it shall not delete or remove any proprietary notices contained within or relating to LBG Data;
 - (e) it shall, and shall procure that any of its Vendor Employees who handle any LBG Data, obtain and maintain throughout the Term all registrations and notifications that they are obliged to obtain and maintain any pursuant to any relevant data protection legislation in respect of providing services;
 - (f) LBG Data shall not be stored, copied, used, altered, deleted, accessed modified or otherwise interfered with by the Vendor or by any Vendor Employees for any purpose other than as expressly required to perform the Vendor's obligations under this Agreement and shall not be processed as a means to enhance or enrich any Personal Data or other data to which this Agreement does not relate (which for the avoidance of doubt includes any Personal Data of which the Vendor or any customer of the Vendor is a Data Controller);
 - (g) it shall take all reasonable steps to ensure the reliability of its employees who have access to LBG Data and shall in particular ensure that all such employees have been appropriately vetted; and that all such employees and/or directors (i) are informed of the confidential nature of LBG Data; (ii) have undertaken and will undertake regular training in the laws relating to handling Personal Data, Data privacy and information security at least annually and with evidence of completion; and (iii) are aware both of the Vendor's duties and their personal duties and obligations under the Data Protection Laws and this Agreement. For the purposes of this Special Condition Data Protection Laws shall mean all applicable laws that relate to the protection of personal data including the GDPR, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000, the Directive 1995/46/EC on the protection of individuals with regards to the processing of personal data and on the free movement of such data, the Directive 2002/58/EC on Privacy and Electronic Communications, as well as any similar national privacy legislation in the United Kingdom, all as amended from time-to-time
 - (h) neither LBG Data nor any part of it shall be disclosed to any third party (which shall include any group company of the Vendor), agents or subcontractors by

the Vendor nor shall the Vendor permit any processing of LBG Data by any agents or subcontractors without the express prior written consent of LBG, such consent not to be unreasonably withheld or delayed;

- (i) it shall not use LBG Data for its own purposes, including marketing purposes;
 - (j) it will not engage any agent or third party or permit the processing of any LBG Data without the prior written consent of LBG or MITIE;
 - (k) LBG Data shall be treated as Confidential Information, and, for the avoidance of doubt, it shall not under any circumstances transfer, sell, assign, lease or commercially exploit the LBG Data, or permit or enable any third party to do so; and
 - (l) if requested by LBG and/or MITIE, it shall promptly provide to LBG a copy of all LBG Data held by it in the format and on the media reasonably specified by LBG.
- 5.4 The Vendor shall take responsibility for preserving the integrity of LBG Data and preventing the corruption or loss of LBG Data. Without limitation to the foregoing, the Vendor shall:
- (a) as directed by LBG and/or MITIE, perform secure back-ups of all LBG Data which is in its or its subcontractors' possession, custody or control in connection with the Works and/or this Agreement, and ensure that up-to-date back-ups are stored off-site. The Vendor shall ensure that such back-ups are available to LBG and MITIE at all times upon request and are delivered to LBG and MITIE at no less than quarterly intervals; and
 - (b) ensure that any system on which the Vendor holds any LBG Data, including back-up data, is a secure system as may be stipulated by LBG or MITIE from time to time.
- 5.5 If LBG Data is corrupted, lost or sufficiently degraded as a result of the Vendor's default so as to be unusable, LBG and/or MITIE may:
- (a) require the Vendor (at the Vendor's expense) to restore or procure the restoration of LBG Data to the extent and in accordance with LBG's and/or MITIE's written requirements and the Vendor shall do so as soon as practicable but not later than seventy-two (72) hours; and/or
 - (b) itself restore or procure the restoration of LBG Data, and shall be repaid by the Vendor any reasonable expenses incurred in doing so to the extent and in accordance with LBG's and/or MITIE's written requirements.
- 5.6 If at any time the Vendor suspects or has reason to believe that LBG Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Vendor shall notify LBG and MITIE immediately and inform LBG and MITIE of the remedial action the Vendor proposes to take.
- 5.7 The Vendor warrants (and shall procure that any subcontractor who will process LBG Data warrants) that:
- (a) it has in place and shall maintain appropriate technical and organisational measures (including but not limited to, appropriate policies communicated to Vendor Employees, management of on-going compliance and effective security measures) in respect of LBG Data to prevent unauthorised or unlawful processing or use of, access to, or accidental loss, destruction or damage of, LBG Data to ensure LBG's and/or MITIE's compliance with the Data Protection Act ;

- (b) in determining the measures to be maintained pursuant to Clause 5.7(a) above, the Vendor shall:
 - (i) consider whether pseudonymisation or encryption of the personal data is appropriate;
 - (ii) take into account the need to ensure on-going confidentiality, integrity, availability and resilience of systems and services processing LBG Data;
 - (iii) take into account the need to be able to restore the availability and access to LBG Data in a timely manner in the event of a physical or technical incident;
 - (iv) have in place a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing; and
 - (v) take into account the level of damage and/or distress that a Data Subject might suffer resulting from any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Bank Data transmitted, stored or otherwise processed.

(c)

- (d) it will process (and will ensure that its Vendor Employees, subcontractors, agents and/or representatives process) LBG Data in compliance with the Data Protection Laws, all applicable laws, enactments, regulations, orders, standards and other similar instruments, this Agreement and such policies of LBG as notified to the Vendor from time to time (together the "**Information Security Standards**"); and
- (e) its hosting environment is and will remain throughout the Term compliant with ISO 27001/2 or such updated or successor version thereof from time to time.

5.8 The Vendor shall (and shall procure that any subcontractor shall) ensure that LBG Data is:

- (a) stored in such a manner that they are readily identifiable and segregated from other data held by the Vendor for purposes not relating to this Agreement;
- (b) not accessible by any parties who are not authorised to access such LBG Data and limited to those personnel who need access to LBG Data to meet the Vendor's obligations under this Agreement; and
- (c) held securely in accordance with such security arrangements and policies as the parties may agree from time to time (such agreement not to be unreasonably withheld or delayed) and in particular are held in accordance with LBG Policies and the Information Security Standards.

5.9 If any part of LBG Data or related equipment ceases to be required for the performance of the Vendor's obligations under this Agreement, including without limitation upon termination for whatever reason, the Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) return such LBG Data and equipment to LBG, or at LBG's discretion permanently destroy or procure the destruction (and provide written confirmation to LBG) of the same. Where the Vendor is required by law to retain a copy of LBG Data it shall, having previously notified LBG and MITIE of this requirement be permitted to retain one copy thereof subject to observance of all the requirements of applicable laws (including but not limited to the Data Protection Laws), and Good Industry Practice, and limited to such purpose(s) for which the Vendor is under a duty to retain it.

5.10 If the Vendor receives any complaint, notice or communication which relates directly or indirectly to the processing of LBG Data or to a party's compliance with the Data Protection Laws including but not limited to:

- (a) a request from an individual to whom LBG Data relates for access to such LBG Data or to amend, transfer or delete or suppress such LBG Data or to exercise any other data subject rights under the GDPR or
- (b) becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to LBG Data,

it shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) without undue delay (and in any case within 24 hours) notify LBG and MITIE and it shall provide LBG and/or MITIE with full co-operation and assistance in relation to any such complaint, notice or communication, activities or breach. The Vendor shall ensure that it has appropriate technical and organisational measures in place to enable it to support the LBG and/or MITIE in fulfilling its obligations to respond to requests for exercising Data Subjects' rights laid down in Chapter III of the GDPR.

5.11 The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) not disclose LBG Data to any Data Subject or to a third party other than at the request of LBG or MITIE or as provided for in this Agreement. The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) at no additional cost promptly comply with any request from LBG or MITIE requiring the Vendor to amend, transfer, delete or suppress LBG Data.

5.12 If the Vendor collects any Personal Data on behalf of LBG or MITIE under this Agreement it shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) ensure that its collection process involves the provision to Data Subjects of a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and where applicable, shall ensure that its collection process obtains all necessary consents for the processing of Personal Data and evidence of such consents. Such data protection notice, consent wording and method for evidencing such consents is to be agreed with LBG and/or MITIE (as applicable) in writing in advance. The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) not modify or alter the form of these agreed words or methods in any way without the prior written consent of LBG.

5.13 The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall):

- (a) include in any contract with subcontractors who shall process Personal Data directly to or indirectly on behalf of LBG and/or MITIE, provisions in favour of LBG and MITIE which are equivalent to those in this Special Condition;
- (b) promptly comply with any instruction from LBG or MITIE to comply with any agreement between LBG and any Data Subject and with any court order or any enforcement notice or other information notice or a special information notice (together "**Notices**") by the Information Commissioner. The Vendor shall not communicate with any Regulator in respect of LBG Data without the prior approval of LBG or MITIE;
- (c) cooperate with any inquiries from the Information Commissioner or any other equivalent regulatory or applicable law enforcement authority and abide by any advice from such regulatory or law enforcement authorities with regard to the processing of Personal Data or any Personal Data breaches;

- (d) implement appropriate systems and procedures (where relevant) in accordance with LBG Policies (and shall allow LBG and its representatives access to such systems where required by LBG) to ensure that any Personal Data which it processes in the course of the Works are adequate, relevant, not excessive, accurate, and, where necessary, kept up to date, and not retained for longer than is necessary;
 - (e) at LBG's or MITIE's request reasonably assist LBG or MITIE (as applicable) to demonstrate its compliance with any legislative or regulatory responsibilities or liabilities under any relevant Data Protection Laws that cannot be delegated by LBG or MITIE (as applicable) to the Vendor; and
 - (f) at no additional cost, promptly provide such information to LBG or MITIE as they may reasonably require to allow them to comply with the rights of Data Subjects (including subject access rights) or with information notices served by the Information Commissioner or any other similar regulatory authority. The Vendor will assist LBG or MITIE (as applicable) by providing any relevant information in order for them to be able to respond to such queries and not to take any action to respond in its own name without the prior written consent of LBG or MITIE, as applicable (not to be unreasonably delayed), unless the Vendor's response in its own name is legally required.
- 5.14 The Vendor shall not (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall not):
- (a) Transfer, process or store LBG Data outside the European Economic Area without the prior written consent of LBG or MITIE, which LBG or MITIE (as applicable) shall be entitled to withhold for any reason. If the Vendor, an affiliate of the Vendor and/or subcontractor provides Works in or to any jurisdiction in respect of which the local regulators may stipulate the use of any variant of the EU model clauses in respect of any transfer of Personal Data to any jurisdiction from which the Vendor, an affiliate of the Vendor and/or subcontractor provides Works, the Vendor, an affiliate of the Vendor and/or subcontractor shall promptly on demand by LBG or MITIE enter in to a contract with LBG and/or MITIE or a relevant affiliate of LBG or other Works Recipient on terms as may be stipulated by LBG;
 - (b) transfer Personal Data to, or process Personal Data on, a site which has not been expressly approved by LBG or MITIE in writing for that purpose;
 - (c) remotely access, or attempt to access, LBG's information systems or any LBG Data except and only to the extent previously agreed in writing by LBG or MITIE; and
 - (d) do or omit to do anything which would cause LBG or MITIE to be in breach of its obligations under the Data Protection Laws.
- 5.15 The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall):
- (a) take all steps required and communicated in writing to the Vendor by LBG that LBG reasonably considers are necessary in order to comply with LBG's own obligations under Data Protection Laws; and
 - (b) notify LBG and MITIE in writing of an individual within its organisation authorised to respond from time to time with enquiries regarding any LBG Data, and the Vendor shall deal with such enquiries promptly.
- 5.16 The Vendor, for the purposes of facilitating LBG's compliance with the Data Protection Laws, shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) furnish to LBG and MITIE copies of such security, audit and

control reports generated by the Vendor's auditors as are directly relevant to such compliance. If necessary, the Vendor shall allow for and contribute to audits, including inspections, conducted by LBG, MITIE or its representative.

- 5.17 The Vendor shall (and shall procure that its Vendor Employees, subcontractors, agents and/or representatives shall) immediately inform LBG and MITIE:
- (a) if any LBG Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Vendor will restore such LBG Data at its own expense;
 - (b) if it becomes aware of or suspects any unauthorised or unlawful processing, loss of, damage to or destruction of LBG Data;
 - (c) if it becomes aware of or suspects any breach by the Vendor or any subcontractor of any of its obligations under this Agreement; and
 - (d) if it becomes aware of any advance in technology and methods of working which mean that the Vendor or LBG or MITIE should revise the security measures referred to in this Agreement in order to meet its obligations under the Data Protection Laws and meet Good Industry Practice.
- 5.18 If LBG suffers, or reasonably believes it may suffer, any adverse media or regulator comment ("**Adverse Publicity**") in relation to any act or default of the Vendor, it may:
- (a) issue a factual statement to address the issues raised in the Adverse Publicity, naming the Vendor and its subcontractors (having first provided the Vendor with such advance notice of the contents of the statement as is reasonable in the circumstances);
 - (b) require the Vendor to issue a factual statement to address the issues raised in the Adverse Publicity, within 24 hours of any Adverse Publicity, naming the Vendor and its subcontractors; and
 - (c) take such other steps as may be required to protect its name and reputation.
- 5.19 The Vendor shall (and shall procure that any subcontractor shall) indemnify LBG and MITIE on demand and keep LBG and MITIE indemnified fully at all times against all losses, liabilities, costs, claims, damages and expenses incurred by them or arising out of any failure by the Vendor or its employees or agents to comply with its obligations under this Special Condition 5 or the Data Protection Laws.
- 5.20 The Vendor must protect LBG Data, Confidential Information or Intellectual Property Rights throughout their lifecycle (with the exception of publicly-available LBG information) and shall maintain (and ensure that its subcontractors maintain) an inventory of the LBG Data, Confidential Information or Intellectual Property Rights in the Vendor's possession (or in the possession of any of the Vendor's subcontractors (as appropriate)) in accordance with the data classification and handling requirements as notified to the Vendor by MITIE from time to time. Such inventories must be made available by the Vendor to MITIE promptly upon request. MITIE must be notified promptly where the Vendor requires clarification on how to handle LBG Data, Confidential Information or Intellectual Property Rights.
- 5.21 The Vendor shall ensure that any LBG Data, Confidential Information or Intellectual Property Rights held by the Vendor or a subcontractor is disposed of by or on behalf of the Vendor or subcontractor in a manner which protects the confidential nature of the LBG Data, Confidential Information or Intellectual Property Rights and in compliance with any procedures set out by MITIE from time to time.

6 PREVENTION OF CORRUPTION

- 6.1 The Vendor shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if the activity, practice or conduct was carried out in the UK;
 - (c) comply with LBG's anti-bribery policy as provided to the Vendor and updated from time to time (“**Anti-Bribery Policy**”).
 - (d) have and shall maintain in place throughout the Term its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Anti-Bribery Policy and Special Condition 6.1(b), and will enforce them where appropriate;
 - (e) promptly report to LBG and MITIE any request or demand received by the Vendor in connection with the performance of this agreement to offer, promise or give any undue financial or other advantage of any kind; and
 - (f) promptly notify LBG and MITIE if the Vendor or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements.
- 6.2 The Vendor represents, warrants and undertakes that other than as disclosed in writing to LBG and MITIE:
- (a) none of the Vendor, its officers or employees have been convicted of any offence under the Relevant Requirements; and
 - (b) as at the date of this Agreement, no charges relating to bribery or corruption have been brought against the Vendor or any person engaged by it.
- 6.3 The Vendor shall be responsible for compliance with the provisions of these anti-bribery clauses by any person associated with the Vendor who is performing services in connection with this Agreement, and shall be directly liable to LBG for any breach by such persons of such provisions.
- 6.4 If the Vendor (including any person associated with the Vendor who is performing services in connection with this Agreement, in all cases whether or not acting with the Vendor's knowledge) breaches the provisions of Special Conditions 6.1, 6.2, 6.3 above, LBG may request MITIE terminate this Agreement on provision of written notice with immediate effect, by reason of the Vendor's irredeemable breach of contract.
- 6.5 Any termination under Special Condition 6.4 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to MITIE and/or LBG.
- 6.6 For the purpose of this Special Condition 6, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act). For the purposes of this Special Condition 6, a person, any approved or subcontractor of the Vendor under the Agreement will be deemed to be a person associated with the Vendor.

7 SUBCONTRACTING

The Vendor acknowledges its obligations in respect of subcontracting under the provisions of Clause 17 of the Purchase Terms and Conditions (Goods and Services).

8 TERMINATION AND CONSEQUENCES

- 8.1 Without prejudice to Clause 14.1 of the Purchase Terms and Conditions (Goods and Services), MITIE shall have the right to terminate the Agreement at any time by giving the Vendor no more than 12 months' notice.
- 8.2 In the event of termination under Special Condition 8.1 above, the Vendor acknowledges that the provisions of Clause 14.3 of the Purchase Terms and Conditions (Goods and Services) shall apply. For the purposes of clarity "unavoidable commitments, liabilities or expenditure" shall be limited to the Vendor's unamortised costs and expenses and reasonable demobilisation costs.

9 WORKS PROVISION OUTSIDE UK

The Vendor acknowledges that it shall not be permitted to perform or provide any element of the Works outside of the UK without the prior written consent of MITIE.

10 IPR

10.1 Pre-existing Materials

- (a) For the purposes of these Special Conditions:

"Intellectual Property Rights" means:

- (i) all intellectual property rights including patents, utility models, trade secrets, trademarks, service marks, trade names, domain names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, trade or business names, domain names, database rights and semi-conductor topography rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature or equivalent effect anywhere in the world; or
- (ii) applications for or registrations of any of the rights described in Special Condition 10.1(a)(i); and

"Materials" means any document, methodology or process, documentation, data or other material in whatever form (including written or electronic documentation), including without limitation any reports, specifications, business rules or requirements, operations guide, user guides, operations manuals, training Materials and instructions, but excluding software; and

"Deliverable" means all output (in whatever form including any documentation, software or Materials which may be created or modified by the Vendor pursuant to this Agreement entered into hereunder during the Term) which is provided to LBG, MITIE and/or Works Recipients (as defined in Special Condition 12) in connection with the Works (but excluding for the avoidance of doubt (a) amendments or modifications made to the Vendor's back office systems or software in connection with its own delivery of the Works to MITIE, LBG and/or the Works Recipients and (b) Escrow Software (as defined in Special Condition 11)).

- (b) Each party and/or its third party licensors will retain ownership of any Intellectual Property Rights in any Material and software created by it and/or its third party licensors prior to the Start Date ("**Pre-Existing Materials**"). The parties agree that:
- (i) save as may expressly be provided in this Agreement (and subject to Special Condition 10.1(b)(ii)) the Intellectual Property Rights in any enhancements and modifications to such Pre-Existing Materials carried

out during the course of this Agreement as a result of or in connection with the provision of the Works are to vest in the party which owns such Pre-Existing Materials, regardless of who carries out such enhancements or modifications;

- (ii) if LBG commissions and pays for the development of bespoke modifications to the Vendor's Pre-Existing Materials, the Vendor shall only be entitled to use such modifications for the benefit of LBG, MITIE and the Works Recipients pursuant to this Agreement;
 - (iii) to the extent that any Intellectual Property Rights in such enhancements and modifications do not vest in the party which owns such Pre-Existing Materials by operation of applicable law, where possible the other party will assign both present and future Intellectual Property Rights in such enhancements and modifications to transfer all interests and ownership of such rights to give effect to this Special Condition 10.1 (*Pre-existing Materials*); and
 - (iv) if the Vendor or any Vendor Employee is deemed to be the first owner of any database right or other Intellectual Property Rights in any LBG Data, Vendor will immediately take all required action to assign all such Intellectual Property Rights in that LBG Data to LBG.
- (c) Nothing in this Agreement prevents either party from using ideas, know-how or any general skills or knowledge gained from the experience of providing or receiving the Works and retained in the unaided memory of such party's employee relating to the Works which either party, individually or jointly, develops or discloses under this Agreement ("**Residual Knowledge**"), provided that in using such Residual Knowledge, such party does not:
- (i) infringe the Intellectual Property Rights of the other party or any third party; or
 - (ii) breach its obligations of confidence under this (or any other) Agreement.

For the purposes of Special Condition 10.1(c), an individual's memory is only 'unaided' with respect to any information, if that individual has not retained a copy of the information and has not intentionally memorised that information other than as required for the performance of the Works under this Agreement.

10.2 Rights Granted by the Vendor

- (a) The Vendor grants to MITIE, LBG and the Works Recipients, and, to the extent necessary, their subcontractors, agents and representatives a worldwide, perpetual, royalty-free, non-exclusive, and transferable licence to use, copy, modify, enhance and maintain any relevant Vendor Material and (where applicable) Vendor software (including any modifications or enhancements thereto and any Vendor Pre-Existing Materials which are supplied in conjunction with or as part of them), for the purpose of enabling MITIE, LBG and the Works Recipients solely to:
- (i) receive the full benefit of the Works;
 - (ii) to use any Deliverables under this Agreement (both before and after the Term); and
 - (iii) receive comparable services following the expiry or termination of this Agreement.

- (b) The licences granted to LBG and MITIE pursuant to this Special Condition 10 (IPR) shall include the right to grant sub-licences to a replacement Vendor to use the Deliverables (both before and after the Term) to deliver Works to the Works Recipients, but not extend a right to enable a replacement Vendor to provide Works to any other third party. The licences granted to LBG and MITIE under this Special Condition 10 shall take effect on the date that the relevant Vendor Material and/or Vendor software is first used by or on behalf of the Vendor to provide the Works or is made available to MITIE, LBG or the Works Recipients as part of the provision of the Works.

10.3 Third party Materials

- (a) The Vendor will procure the grant to MITIE, LBG and the Works Recipients and, to the extent necessary, their subcontractors, agents and representatives, of a worldwide, fully paid up, non-exclusive licence to use, copy, modify, enhance and maintain any Materials or software used by the Vendor in the course of the Works or otherwise provided to MITIE, LBG or Works Recipients in respect of which the Intellectual Property Rights are owned by a third party ("**Third Party Materials**") which have been licensed or otherwise supplied by the Vendor, for the purposes of MITIE, LBG and the Works Recipients:
 - (i) obtaining the full benefit of the Works; and
 - (ii) using any Deliverables as envisaged by this Agreement, without the payment or provision of any further consideration.
- (b) The Vendor will use all reasonable endeavours to ensure that all licence agreements entered into by the Vendor in relation to such Third Party Materials (other than those Third Party Materials and/or licences which LBG or MITIE could obtain itself on normal commercial terms) are on terms that permit the assignment or novation of such agreements to LBG or MITIE (as applicable) for the purposes set out in Special Condition 10.2(a) or a replacement Vendor to use the Deliverables to deliver Works to the Works Recipients upon the expiry or termination of this Agreement, without the need for separate consent or payment. In the event that the Vendor is unable to obtain such rights, the Vendor shall notify MITIE, LBG and shall not enter into the relevant third party contract without MITIE and/or LBG's prior written approval.

10.4 Intellectual Property Rights in Deliverables

- (a) Subject to Special Condition 10.1, the Vendor acknowledges and agrees that LBG will own all rights, title and interest (including all relevant Intellectual Property Rights and rights to utilise any related Know-How) in and to any Deliverable or any such work in progress and documentation of work, developed by the Vendor in relation to the provision of Works. To the extent that any such right, title and interest does not vest in LBG by operation of applicable law, the Vendor irrevocably assigns to LBG, as at the date of creation, all of its rights, title and interest (including all Intellectual Property Rights) in and to any such Deliverables without further consideration. Such assignment shall also include an assignment (in respect of any copyright existing therein) of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 or equivalent provision in the relevant jurisdiction in which the Works are provided or received. The Vendor shall also procure that no applicable moral rights are asserted by the holders of any such rights in respect of the Deliverables. The Vendor, Vendor Employees, and its Subcontractors shall give LBG and/or its designees all reasonable assistance and execute all documents necessary to perfect, preserve, register or record LBG's and/or a Works Recipients' rights in any such Deliverables. If, as an exception to the above, the Deliverable embodies modifications to Third party Materials which are governed by the terms of a third party licence agreement, the Vendor shall use its best

endeavours to obtain for LBG ownership of all rights, title and interest in such modifications and LBG acknowledges that such ownership shall be determined in accordance with the terms of the third party licence agreement.

- (b) To the extent that the Vendor uses Vendor Material in any software-related Deliverable either with or without obtaining LBG's prior written approval, the Vendor shall provide a copy of the same in Source Code form (as defined in Special Condition 11) to LBG and shall provide LBG a irrevocable licence (on a royalty-free basis) for LBG to use such Source Code on the same terms as set out in Special Condition 10.2(a).

10.5 Rights Granted by LBG

MITIE shall use reasonable endeavours to procure that LBG grants to the Vendor a royalty-free, non-transferable licence to use any LBG Materials, solely for the Vendor and/or its Subcontractors to provide the Works to LBG and the Works Recipients during the Term of this Agreement.

10.6 Vendor's Further Obligations/Restrictions

- (a) The Vendor shall not incorporate any Vendor Material, Third party Materials or open source software into any Deliverable unless LBG has expressly agreed to the same. In such event, the Vendor shall ensure that it is able to grant and does then grant LBG and the Works Recipients a licence on the same terms as set out in Special Condition 10.2(a) save as may be expressly agreed to the contrary by LBG in writing. In particular, any proposed licence terms in respect of any open source software must be specifically approved by LBG.
- (b) Unless instructed by LBG in writing to the contrary, the Vendor will not do anything or cause anything to be done at any time which would prejudice LBG's or any other Works Recipient's right, title and interest in any of the Intellectual Property Rights vested in LBG pursuant to this Agreement or as otherwise owned by LBG or any other Works Recipient.
- (c) The Vendor will maintain for the duration of the Term of this Agreement a knowledge base repository which shall consist of up to date policies, procedures, documentation, manuals and code relating to the Works provided under this Agreement ("**Knowledge Base Repository**"). The Vendor shall update the Knowledge Base Repository on a regular basis, which will be no less frequent than quarterly.
- (d) The Vendor shall take reasonable steps to protect the LBG and/or MITIE's Intellectual Property Rights and shall immediately report to the other any suspected or actual infringement of the same of which it becomes aware.

11 ESCROW

11.1 For the purposes of this Agreement the following definitions shall apply:

- (a) "**Source Code**" means in relation to any software used to perform the Works or provided as part of the Works, (i) electronic and hard copy versions of the set of human readable, higher level programming language instructions or statements in which the software was written; and (ii) any additional documents and information as LBG and/or MITIE may reasonably require to maintain, modify, alter, upgrade, develop, or enhance the software or any part of the software;
- (b) "**Escrow Software**" means such software used in connection with the provision of the Works and which the parties (acting reasonably) agree that LBG and MITIE would reasonably have a need to continue to utilise itself following the

termination or expiry of this Agreement, and in relation to which either (a) a replacement supplier would not be likely to be able to readily provide an alternative product, or (b) the licence and support of which is not readily available from alternative suppliers;

- (c) **"Third Party Software"** means software utilised by the Vendor in the course of the Works or otherwise provided to LBG and/or MITIE pursuant to this Agreement, in respect of which the Intellectual Property Rights are owned by a third party.

11.2 The Vendor will within thirty (30) days of a written request from LBG and/or MITIE from time to time, deposit the Source Code of the Escrow Software. The Escrow Software will be deposited on the basis of the terms set out in the NCC Group Single Licensee Software Escrow Agreement ("**Escrow Terms**"). The Vendor shall ensure that the deposited version of the Source Code is the current version of the Escrow Software and that the deposited version is kept up-to-date as the Escrow Software is modified or upgraded. The Vendor will pay fees related to the storage and release of the Escrow Software in accordance with the Escrow Terms.

11.3 Where the Vendor is unable to procure compliance with the provisions of Clause 11.1 (Escrow) in respect of any Third Party Software (other than Third Party Software which LBG and/or MITIE could obtain itself on normal commercial terms), it will provide LBG and MITIE with written evidence of its inability to comply with these provisions before it utilises or installs such software and shall agree with LBG and MITIE a suitable alternative to escrow that affords LBG and MITIE the nearest equivalent protection. The Vendor shall be excused from its obligations under Clause 11.1 (Escrow) only to the extent that the Parties have agreed on a suitable alternative.

11.4 In circumstances where LBG and MITIE obtains the release of the Source Code from escrow, the Vendor hereby grants to LBG and MITIE a perpetual, assignable, royalty-free and non-exclusive licence to Use and support the Source Code version of the Escrow Software to the extent necessary for the receipt of the Works (or their equivalent) or in order to use any of the Deliverables (both before and after the Term) under this Agreement.

12 CONFIDENTIALITY

12.1 For the purposes of these Special Conditions the Vendor acknowledges and agrees that the Works performed by the Vendor in accordance with this Agreement are not solely performed for MITIE under this Agreement or LBG under the MSA and will, where applicable, include other recipients of the Works as follows:

- (i) any authorised agent; and
- (ii) any other party that:
 - (A) was a beneficiary under a contract with LBG or an Affiliate in respect of services equivalent to the Works or part of the Works prior to the Start Date;
 - (B) ceases to be an affiliate as a result of a share sale or business transfer, hive off or otherwise;
 - (C) acquires all or part of LBG's or any affiliate's assets or business; or
 - (D) the parties otherwise agree will receive the Works through Clause 5 (Variations) of the Purchase Terms and Conditions (Goods and Services).

(together "**Works Recipients**").

Further, "**Third Party Provider**" shall mean any third party that provides works or services to LBG or any other Works Recipient, including that third party Vendor's employees, agents, sub-contactors and third party vendors.

- 12.2 For the purposes of this Special Condition 12 "**Confidential Information**" shall include any information in any form supplied or disclosed by MITIE, the Vendor or LBG and/or, in the case of LBG, any Works Recipient or Third Party Provider (the "**Disclosing Party**"), to the other party, including in the case of LBG to any Works Recipient or Third Party Provider (the "**Receiving Party**"), or otherwise obtained by the Receiving Party in respect of the Disclosing Party, and/or, in the case of LBG, any other Works Recipient or Third Party Provider, and their business and operations, prior to, on or following the date of signature of this Agreement, whether disclosed in writing, orally, electronically (including in a magnetic or digital form) or visually, including the following:
- (a) any information that was marked confidential (or a similar designation) or was stated to be confidential at the time of disclosure;
 - (b) any information that would ordinarily be deemed by a reasonable person to be confidential or proprietary;
 - (c) proprietary computer software, including any programs, source or object codes, databases, specifications, techniques, technical information, know-how and procedures contained or revealed in any of the foregoing, and other related information or Materials of any type whatsoever (whether in tangible or intangible, machine or human readable form);
 - (d) information relating to the products, customers, employees, Vendors, licensors, business affairs, services, trade secrets, finance, contractual agreements, operational procedures, methods, know-how, future plans, techniques, strategy, and processes of the Disclosing Party;
 - (e) confidential strategic business information, including future marketing plans, business plans, business requirements and business projections, data, data flow models, products, product definitions, sample proprietary underwriting rules, project scopes, pricings, costings, methods of operation and related documentation and/or information;
 - (f) LBG Data, LBG Policies and the Services Operations Guide (being the manual provided by MITIE to LBG under the MSA detailing the policies and procedures required to perform under the MSA); and
 - (g) any output from this Agreement (in whatever form including any documentation, software or Materials which may be created or modified by the Vendor) which is provided to MITIE, LBG and/or Works Recipients in connection with the Works.
- 12.3 In connection with this Agreement, the Receiving Party will receive Confidential Information through the employees, officers, contractors, or professional advisers of the Disclosing Party. In consideration of the disclosure of the Confidential Information by the Disclosing Party, the Receiving Party agrees to be bound by the terms of this Special Condition 12 (*Confidentiality*).
- 12.4 The Receiving Party shall ensure that the Disclosing Party's Confidential Information is held in confidence regardless of when it is disclosed or obtained and the form in which it is disclosed or obtained. Further, the Receiving Party shall ensure that all use of the Disclosing Party's Confidential Information by the Receiving Party is limited solely in connection with, and for the purposes of, this Agreement (the "**Permitted Purpose**").
- 12.5 The Receiving Party shall ensure that disclosure of Confidential Information shall be limited only to those officers, employees, contractors or professional advisers of the Receiving Party, and in the case of LBG, any officers, employees, contractors or professional advisers of any other Works Recipient or Third party Provider, required on a

“need to know” basis to receive the Confidential Information in accordance with the Permitted Purpose. The Receiving Party shall inform such employees, officers, contractors and professional advisers of the confidential nature of the Confidential Information as well as the nature of the obligations contained in this Agreement and shall impose obligations on each such person to a level of care sufficient to protect the Confidential Information from unauthorised use or disclosure, and use all reasonable endeavours to ensure that such persons comply with such obligations.

- 12.6 Except as described in Special Condition 12.11, and subject to Special Conditions 12.10 and 12.13, the Receiving Party shall not at any time, without the Disclosing Party's prior written consent, disclose Confidential Information to any third party, either directly or indirectly.
- 12.7 The Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and shall take all reasonable security measures for the safe-keeping of the Confidential Information and for the prevention of its unauthorised access, disclosure or misappropriation, such measures to be no less stringent than those measures the Receiving Party has in place to protect its own information that it does not wish to publicly disclose, publish or disseminate.
- 12.8 The Disclosing Party may request that any individual employees, officers, contractors, or professional consultants of the Receiving Party execute an agreement obligating them to comply with the Receiving Party's obligations in respect of the Confidential Information, should it reasonably consider that existing arrangements, in the case of that employee, officer, contractor or consultant are inadequate. The Receiving Party shall then use all reasonable endeavours to procure the signature of such an agreement. In such circumstances, the Receiving Party shall use all reasonable endeavours to ensure that such employee, officer, contractor, or professional consultant is not given access to any Confidential Information prior to the signature of such an agreement.
- 12.9 The Receiving Party shall notify the Disclosing Party as soon as reasonably practicable of any unauthorised use, copying or disclosure of the Confidential Information of which the Receiving Party becomes aware and shall provide all reasonable assistance to the Disclosing Party to terminate such unauthorised use or disclosure.
- 12.10 The Vendor shall return to MITIE and/or LBG (as applicable) all documents or copies of such documents and all tangible items in its possession or under its control and erase or destroy any and all computer files or other electronically stored data or media which contain any part of the Confidential Information received from MITIE and/or LBG (as applicable) upon the written demand of MITIE and/or LBG (as applicable), except that the Vendor may retain any Confidential Information if it is required to do so by any law or regulatory or governmental or listing authority, or to the extent that it is necessary for the Vendor to retain such information in connection with any dispute in relation to this Agreement which has not been resolved at the date of MITIE and/or LBG's (as applicable) written demand (and in any event may retain one copy for potential legal defence and audit purposes until the expiry of six years following the expiry or termination of this Agreement, provided that such retained copies shall at all times remain strictly confidential and not be disclosed other than as permitted by the terms of this Agreement). On the resolution of any such dispute, the Vendor shall comply with its obligations under this Special Condition 12.10 in respect of the retained Confidential Information. MITIE and/or LBG may also retain any Confidential Information which it is otherwise licenced to use in accordance with the provisions of Special Condition 10 (*Intellectual Property Rights*) and this Special Condition 12.
- 12.11 Notwithstanding any other provisions to the contrary, the obligations of the parties under this Agreement shall not apply if, and to the extent that:
- (a) the Disclosing Party's information was rightfully known to or already in the rightful possession of the Receiving Party prior to disclosure;

- (b) the Disclosing Party's information is or becomes part of the public domain without breach of this Agreement by, or by the negligence of, the Receiving Party;
- (c) a third party rightfully disclosed such Confidential Information to the Receiving Party without any obligations of confidence;
- (d) the Confidential Information has been independently developed by the Receiving Party without access to or knowledge or use of the Confidential Information;
- (e) MITIE and/or LBG (as applicable) is disclosing the Vendor's Confidential Information pursuant to a right set out under this Agreement, provided that unless Special Condition 12.12 requires such disclosure, MITIE and/or LBG (as applicable) requires the Vendor's approval to disclose details of the Vendor's Commercially Sensitive Information; or
- (f) the Disclosing Party has consented in writing in respect of specific Confidential Information, to disclosure to a third party.

12.12 Provided the Receiving Party complies with Special Condition 12.13 below, the Receiving Party may disclose Confidential Information to the minimum extent required to do so by:

- (a) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
- (b) by the rules of any stock exchange on which the shares of the Disclosing Party are listed; or
- (c) the laws or regulations of any country with jurisdiction over the affairs of the Disclosing Party.

12.13 Before the Receiving Party discloses any Confidential Information under Special Condition 12.10 above, it shall (to the extent permitted by applicable law) use all reasonable endeavours to:

- (a) inform the Disclosing Party of the full circumstances and the information that will be disclosed;
- (b) give the Disclosing Party a copy of a legal opinion indicating that disclosure is necessary;
- (c) consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequence to the Disclosing Party;
- (d) gain assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed; and
- (e) where the disclosure is by way of stock exchange announcement, agree the wording with the Disclosing Party in advance.

12.14 Except as otherwise specified in this Agreement, the Disclosing Party does not give any warranty or make any representation, express or implied, with respect to the accuracy or completeness of any of its Confidential Information or any written or oral communication in connection with the Confidential Information or the reasonableness of any of the assumptions on which such information or communication is based. Except as otherwise specified in this Agreement, the Receiving Party undertakes to waive or procure the waiver of any liability (whether direct, indirect or consequential loss and whether arising out of the negligence of any person or otherwise) which, notwithstanding

the foregoing provisions of this Special Condition 12.14, the Receiving Party may incur by reason of the use of, or reliance upon, any of the Confidential Information by the Receiving Party.

12.15 The Parties acknowledge that:

- (a) the provisions of this Agreement shall continue in effect notwithstanding the return or destruction of the Confidential Information; and
- (b) damages alone may not be an adequate remedy for any breach by either party and, without prejudice to any and all other rights or remedies that the other party may have, the other party may seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Special Condition 12 (*Confidentiality*).

12.16 The parties further acknowledge that neither the holding of discussions between the parties contemplated by this Agreement, nor the exchange of Confidential Information pursuant to this Agreement, shall restrict either party from using, disclosing or disseminating their own information in any way.

12.17 The Vendor agrees that unless otherwise agreed by the Disclosing Party, any Confidential Information relating to LBG or MITIE remains the property of LBG or MITIE (as may apply) and its disclosure shall not confer on the Vendor any rights (including any Intellectual Property Rights) over the Confidential Information whatsoever beyond those contained in this Special Condition 12.

13 COMPLIANCE WITH LBG POLICIES

13.1 In supplying the Work the Vendor shall (and shall procure that the Vendor's agents, employees and subcontractors shall) comply with such of LBG's Policies as LBG may issue to MITIE and the Vendor. For the purposes of this Agreement "**LBG Policies**" shall mean policies, procedures and standards supplied to the Vendor from time to time or which the Vendor ought reasonably to be aware of, which shall include the following policies:

1. Anti Money Laundering Third Party Policy (Sept 2018)
2. Anti Bribery Third Party Policy (July 2019)
3. Compliance Third Party Policy (August 2018)
4. Customer Treatment Third Party Policy (December 2018)
5. Data Privacy Third Party Policy (May 2018)
6. Financial Supplier Qualification System (FSQS) Brochure (May 2017)
7. Fraud Third Party Policy (April 2019)
8. Group Colleague Third Party Policy (July 2019)
9. Group Health, Safety and Fire Third Party Policy (October 2018)
10. Group Payments Third Party Policy (October 2018)
11. Group Sourcing and Supply Chain Management Third Party Policy (November 2018)
12. Information and Cyber Security Third Party Policy (January 2019)
13. Operational Risk Third Party Policy (March 2019)

14. Physical and People Security Third Party Policy (July 2018)
15. Records Management Third Party Policy (August 2018)
16. Resilience and Continuity Third Party Policy (July 2018)
17. Social Media Third Party Policy (September 2018)
18. SpeakUp Third Party Policy (August 2019)
19. Technology Third Party Policy (July 2018)
20. Code of Supplier Responsibility

The latest versions of these policy documents and the Code of Supplier Responsibility are available via:

<https://www.lloydsbankinggroup.com/Our-Group/working-with-suppliers/responsible-sourcing/>

- 13.2 Any change to the Works as a result of a change to the LBG Policies subsequent to the Start Date (as set out in the Contract Form) shall be considered a Variation.
- 13.3 Without prejudice to Special Condition 1, the Vendor will also comply with the Vendor's standard policies and procedures that relate to the performance of the Works or the Vendor's other obligations under the Agreement (to the extent that they do not conflict with the LBG Policies or the other provision of the Agreement) and the Vendor will provide copies of the same to LBG and MITIE (the "**Vendor Policies**"). The Vendor Policies will remain the confidential and proprietary information of the Vendor, to be returned to the Vendor upon termination.

14 AUDIT

- 14.1 The Vendor acknowledges and agrees that LBG and/or MITIE shall have the right under this Agreement to audit:
 - (a) any facility or part of a facility at which, or from which, the Vendor and any subcontractors are performing the Works;
 - (b) the equipment, software and other systems (including networks, firewalls and servers) used to perform or support the Works;
 - (c) quality/compliance regarding workmanship activities;
 - (d) the Vendor Employees, including individuals who were previously Vendor Employees and have moved to another role within the Vendor or any subcontractor; and
 - (e) data, records, manuals and other information relating to the Works (including the LBG Data) and will provide the auditor (if requested) with a copy of the relevant parts of any such Materials.
- 14.2 The Vendor will allow MITIE's, LBG's and/or their respective internal and external auditors, counsel, compliance personnel, regulators and other personnel rights of access to Vendor's facilities (if any), equipment, software and personnel used in providing the Works and to Vendor's data and records (including applicable financial information e.g. time records if relevant to the pricing structure) on a planned basis for the purposes of compliance with this Special Condition 14.
- 14.3 Audit access will be on reasonable notice for audits other than the following types of audits which may be at any time and without restriction:

- (a) security audit where LBG has reasonable grounds for believing that the Vendor has breached its security obligations pursuant to this Agreement;
 - (b) if LBG has reasonable grounds for believing that fraudulent activity or serious malpractice or a breach of Privacy Laws has occurred whether or not as a result of the actions or omissions of the Vendor or the Vendor Employees;
 - (c) if LBG has reasonable grounds for believing that an act or omission has occurred in connection with the Works which would constitute a material breach of this Agreement; or
 - (d) regulatory audits and SAS 70 audits.
- 14.4 The Vendor Employees may also be required to assist with standard LBG audits if appropriate to a role they are performing.
- 14.5 LBG may arrange for an annual audit to be conducted each calendar year during the Term and thereafter for a period up to one year after the end the Term.
- 14.6 Without limitation to Special Condition 14.1, but subject to Special Condition 14.7, the audits may be in respect of:
- (a) the accuracy of prices, invoices and credits;
 - (b) the security (including integrity, confidentiality and availability) of the LBG Data and other LBG Confidential Information, including inspecting the Vendor's systems that process, store, support and transmit the LBG Data and other LBG Confidential Information;
 - (c) internal controls of either party relating to the Works;
 - (d) the performance of the Works including controls, standards, practices and procedures relating to the Works and the efficiency with which the Works are performed;
 - (e) the Vendor support systems;
 - (f) disaster recovery, business continuity and backup procedures and systems;
 - (g) the tools and procedures used to measure and report on Works performance;
 - (h) Vendor's compliance with the Agreement; and
 - (i) any other matters required by regulators.
- 14.7 Unless otherwise required by a regulator:
- (a) audits will be conducted during normal office hours upon reasonable notice (except with respect to Works that are performed outside of normal office hours) and so as not to interfere with Vendor's performance of the Works; and
 - (b) auditors will comply with the Vendor's standard security and confidentiality requirements (including, in the case of external auditors, executing a non-disclosure agreement with LBG), provided always that these obligations shall not extend to regulators save to the extent that LBG is likewise able to compel them to comply.
- 14.8 The Vendor shall provide such assistance and access (including access to people, premises and records) reasonably required for the purposes of complying with 14.1 and all other reasonable assistance at all times during the Term of this Agreement for

carrying out an audit of all confidentiality, performance and security obligations in connection with this Agreement.

- 14.9 The Vendor shall keep or cause to be kept during the Term of this Agreement and for a period of seven (7) years thereafter all records and/or Materials used in connection with this Agreement.
- 14.10 At LBG's request the Vendor shall make all reasonable changes required by, and take any other action necessitated by, any audit or inspection within the time period specified by LBG. If the action comprises the correction of a defect in the Works or the manner in which the Works are provided (including, for the avoidance of doubt, remedying incomplete and inaccurate records) the Vendor shall implement the action at no additional charge to LBG.
- 14.11 Any inspection or audit, or failure to inspect or audit, shall not in any way relieve the Vendor from its obligations under this Agreement.

15 PUBLICITY

- 15.1 No party may refer to the relationship between them under this Agreement or any other relationship, agreement or arrangement relating to that relationship or this Agreement (in each case, including the activities to be undertaken pursuant to that relationship between the Parties, this Agreement and those other relationships, agreements or arrangements) in External Communications (as defined in Special Condition 15.2) between that party and a third party without the prior consent of the other party.
- 15.2 For the purposes of Special Condition 15.1, "**External Communications**" are communications by any means and designed for any media, including oral communications, press releases, marketing brochures, CDs or other marketing media, advertisements, announcements or statements for radio, film, television, cable or satellite transmission, advertisements, announcements or statements for internet, web-site or like availability and any other item for distribution by general or trade magazine, journal and newspaper articles.
- 15.3 A party shall not, without the prior written consent of the other party (which may be withheld at that other party's absolute discretion), use, or allow the use of, any trademarks, logos, devices, symbols or other similar items (whether registered or otherwise) owned or used by, or licensed to, that other party, or any other items misleadingly, confusingly or materially similar to the foregoing, including, without prejudice to the generality of the foregoing, the names and any logo used by another party from time to time in respect of its correspondence or notices.
- 15.4 A party shall not acquire any proprietary right, licence or interest in any of the items of the other party referred to in Special Condition 15.3.

16 SEVERANCE COSTS

- 16.1 The Vendor acknowledges that neither MITIE nor LBG shall have any liability for redundancy payments, other employee severance costs or payments in lieu of notice (in each case whether statutory or otherwise) under this Agreement.

17 WARRANTIES

The Vendor represents and warrants that as part of the services related to construction, re-modelling and furnishing, the Vendor shall provide at its expense, and require its applicable subcontractors, at such subcontractor's expense, to provide a written warranty to repair, replace or correct defective or incorrect services for a minimum period of twelve (12) months, or other longer period provided by a manufacturer or supplier ("**Warranty Period**"). The Warranty Period starting date shall be the date of acceptance of the relevant service by the LBG. Such repair, replacement or correction

shall include, but is not limited to, all applicable labour, materials, transportation, and installation required to effect such repairs, replacements or corrections.